



TENANT SELECTION PLAN

Eastern Park Apartments

711 Eddy Street

San Francisco, CA 94109-7833

(415) 776-0536

Dial 711 for CA Voice Relay Service

San Francisco, California
Section 202 with Section 8 Program
March 2025



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PROJECT INTRODUCTION

Effective Date - This Tenant Selection Plan has been developed in anticipation of implementation of the Housing Opportunities Through Modernization Act (HOTMA). This RSP will become effective the earlier of:

1. The date site software that will allow the owner/agent to fully implement HOTMA is available; or January 1, 2025.

Northern California Presbyterian Homes, Inc. (NCPHS) is a California based non-profit corporation. It owns and operates **Eastern Park Apartments (EPA)**, in San Francisco, California. The purpose of this equal opportunity housing facility is to provide affordable housing for low, very low, and extremely low-income elderly individuals and families through the **Department of Housing and Urban Development's Section 202 Direct Loan and New Construction Section 8 program**, the Low Income Housing Tax Credit program and the California Debt Allocation Committee (CDLAC) program.

There are 201 one-bedroom units at **EPA** for elderly individuals and families age 62 and over, or persons with disabilities (see Definitions). All 201 units are Tax Credit and HUD Section 8 units available to households earning 50% or 60% of the area median income (AMI) as determined by the San Francisco Mayor's Office of Housing and Community Development (MOHCD).

UNIT SIZE AND OCCUPANCY STANDARDS

Bedroom	Household Minimum	Household Maximum
1	1	3

SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE FAIR HOUSING ACT

Residency is open to all qualified eligible persons in accordance with **The Fair Housing Amendments Act of 1988** which prohibits discrimination in housing and housing related transactions based on race, color, religion, sex, national origin, disability and familial status. Residency is also open in accordance with **Title VI of the Civil Rights Act of 1964** which prohibits discrimination on the basis of race, color, or national origin in any program or activity receiving federal financial assistance from **HUD**. Residency is open to all qualified eligible persons in accordance with any local and State recognized protected classes i.e. creed, ancestry, marital status, source of income, sexual orientation or any other arbitrary personal characteristics. **Section 504 of the Rehabilitation Act of 1973** prohibits discrimination on the basis of disability in any program or activity receiving federal financial assistance from **HUD**. **EPA** does not discriminate based upon age for any reason, excluding **HUD** program/project requirements. All interested persons, applicants, tenants and the general public will be given information on LEP (Limited English Proficiency) and asked if they need any assistance in applying or completing any essential documents. For details, please request to see the Language Assistance Plan (LAP).

Additional Protections for Persons with Disabilities

EPA will make "reasonable accommodations" to individuals whose disabilities so require in accordance with **HUD** regulations and management policies. This includes the application process and residency period. For more information and the designated 504 Coordinator for the site, please refer to management's **Section 504 policy**.

For mobility impaired persons this document is kept in the office at EPA and is available on the 'Application tab' located on the following webpage:

<https://www.eahhousing.org/apartments/eastern-park-apartments/>

This document may be examined during the business hours at each property. You must call to plan to examine this document. Please call (415) 776-0536 and dial 711 for CA Voice Relay Service.

For vision impaired persons, this Property will provide a staff person to assist a vision impaired person in reviewing this document. Assistance may include describing the contents of the documents, reading the document or sections of the document, or providing such other assistance as may be needed to permit the contents of the documents to be communicated to the person with vision impairments.

For the hearing impaired – this property will help hearing impaired persons in reviewing this document. Assistance may include provision of a qualified interpreter at a time convenient to both the Property and the individual with disabilities. Please dial 711 for CA Voice Relay Service for our number and to schedule an appointment.

Assistance to ensure equal access to this document will be provided in a confidential manner and setting. The individual with disabilities is responsible for providing his/her own transportation to and from the location where this document is kept.

If an individual with disabilities is involved, all hearings and meetings required by this document will be conducted at an accessible location with appropriate assistance provided.

ACCESSIBLE UNITS (J-UNITS)

At EPA, 25 Units (J-Units) have been architecturally designed for accessibility (to various degrees). Someone in the family must qualify as “needing” the architecturally designed features to apply for or live in these units. These units may have wider doorways, higher commode, extra grab bars, and may or may not have cabinets under sinks and kitchen work areas. An applicant or current resident requesting an accessible unit will be requested to verify his or her need with a medical practitioner, which is in accordance with HUD Handbook 4350.3.

A person, in order to be a tenant at EPA, must be capable of fulfilling the lease requirements. This means that the applicant must be able to meet all of his/her personal needs and be able to fulfill the lease obligations with or without assistance.

All potential eligible applicants will be considered in accordance with the marketing procedures of HUD. All applicants must comply with any applicable admissions requirements in HUD Handbooks.

Income limits set by the San Francisco Mayor Office of Housing and Community Development (MOHCD) apply to this property and applicants must meet specific income restrictions to be eligible for housing. This facility will house extremely low, very low and low income elderly individuals and families, per program requirements. Please refer to the application for current limits, and they are also posted by the office.

EPA reserves the right to alter their Tenant Selection Plan at any time. In such an event, management will provide applicants and residents with a 30-day notice.

PREFERENCES

EPA has permanently suspended Federal Preferences, in accordance with HUD directives. Preferences affect only the order of applicants on the waiting list. They do not make anyone eligible who was not otherwise eligible, and they do not change management’s right to adopt and enforce tenant screening criteria (please refer to the **Income-Targeting procedure** within this Plan for further information).

ELIGIBILITY

To live at EPA, an applicant must be an eligible elderly individual or family (see Definitions) or an eligible disabled (mobility-impaired) individual or family (this includes a project eligible nonelderly disabled family). A project eligible nonelderly disabled family is only eligible for housing in an accessible unit **AND** requires the accessibility features of the unit.

EPA will first assign J-Units (accessible units) to in-house tenants who have a demonstrated need for a change in housing before offering these units to an applicant on the Waiting List. This will be done in chronological order based on the date of notification to EPA’s management (see Transfer Policy).

APPLICATION PROCEDURES AND PROCESSING

Currently, the Waiting List is open. Applications must be submitted online through the SF Housing Portal-DAHLIA at: housing.sfgov.org. All individuals and households may enter the lottery for a unit. However, those households in which one member holds a Certificate of Preference (COP) from the former San Francisco Redevelopment Agency will be given highest preference in the lottery ranking process.

Households in which one member holds a Displaced Tenant Housing Preference (DTHP) Certificate from the Mayor's Office of Housing and Community Development will be given second highest preference in the lottery ranking process, for up to 20% of the units in this project ($201 * 20\% = 40$ units). Applicants in each preference category must meet program requirements in order to complete the rental.

Households with US Military Veterans will be given priority within the preference categories. MOHCD will post the results of the lottery. Applicants at the top of the list are invited to complete a post lottery application online. Post lottery applications may also be picked up at the Management Office located at **711 Eddy Street, San Francisco, Ca 94109** between the hours of 9 AM and 4 PM, Monday through Friday or emailed to the applicant. Requests for applications to be sent through the mail may be made by writing to the above address or by telephoning **(415) 776-0114; TTY: 1-800-735-2922** during the above business hours.

Applications should be returned during business hours in person or via first-class mail. Applications can be returned/submitted electronically via management provided Dropbox.

In the event the applicant is personally unable to complete the form, the person providing assistance to the applicant must sign and date the application indicating the application was completed at the direction of the named applicant. The application must be complete or it will not be processed.

All information will be verified in accordance with **HUD Regulations and Requirements**, as stated in **HUD Handbook 4350.3** and all revisions. Applicants will be required to sign appropriate forms authorizing management to verify any and all factors that affect the applicant's eligibility or the rent that the applicant will pay. All of this information may be released by HUD to other federal, State and Local Agencies, including the California Tax Credit Allocation Committee.

If an applicant fails to supply all necessary verification forms, information, or meet the requests of the application process, or cannot obtain verification of specific required information due to illegible forms/application, the application will be rejected. (Please refer to **Disqualification Procedures** for further information.)

If the applicant is a person with disabilities, Management must consider extenuating circumstances where this would be required as a matter of reasonable accommodation.

Applications will be ranked for consideration (and units will be offered) according to the following descending order of priorities. (Priority determines the order of processing only, and in no-way changes the requirements that all potential tenants must meet the other criteria for resident selection):

1. MOHCD Preferences
2. Lottery list number assigned;
3. Date of completion of verification/certification process;

INCOME TARGETING

The Quality Housing and Work Responsibility Act of 1998 requires that each property assisted under a contract for project-based Section 8 assistance must lease not less than 40% of the Section 8 units, that become available for occupancy in that property's fiscal year, to extremely low-income families (30% AMI). To comply with this requirement, the following method is adopted: Management will alternate between the first extremely low-income applicant on the waiting list and the applicant at the top of the waiting list. This may mean "skipping over" some applicants with higher incomes) for the available unit and then select the next eligible applicant currently at the top of the waiting list (regardless of income level) for the next available unit. As subsequent units become available, we will continue to alternate between the next extremely low-income applicant and the eligible applicant at the top of the list.

PROOF OF SOCIAL SECURITY NUMBERS

Effective January 31, 2010, new social security number requirements apply as follow:

1. Applicants do not need to disclose or provide verification of a SSN for household members to be placed on the waiting list. However, applicants on the Waiting List will be required to disclose and/or provide verification of the SSN for **all** non-exempt members of their household, regardless of their age, who declare themselves to be U.S. citizens, U.S. nationals or eligible non-citizens **before** they can be admitted (excluding Mod Rehabilitation SRO/Homeless Programs). [All current non-exempt residents must disclose SSNs for all household members by their next interim or annual recertification on or after 1/31/10, or termination of tenancy will occur with the appropriate notice.] Applicants who have not provided SSNs for all non-exempt household members may remain on the Waiting List (see Waiting List section). However, an otherwise eligible household may not be deemed eligible until all household members have submitted valid SSNs and acceptable documentation to verify the SSN is correct. (Start applying for needed social security numbers/cards as soon as possible.)
2. When a current resident family requests to add a new household member, the new household member must meet all other eligibility and screening requirements and must submit the complete and accurate SSN assigned to the resident and to each member of the resident's household including persons under 6 years of age, and a valid SS card issued by the SSA or other verification resources provided by HUD, at the time of the request or at the time the recertification that includes the new household member is processed. We cannot add the new household member until the

documentation is provided. If the new household member is under 6 years of age and never was assigned a SSN, we may complete the interim certification, but the SSN and verification must be submitted within 90 days. We will extend the deadline an additional 90 days if (1) failure to comply with the SSN requirements was due to circumstances that could not have been reasonably foreseen and were outside the control of the household, and (2) there is a reasonable likelihood that you will be able to disclose a SSN by the deadline. During the period we are awaiting documentation of a SSN, the child is entitled to all benefits of being a household member e.g. receive the \$480 dependent deduction, child care expenses, etc. *[We must terminate the tenancy of a resident and their household if the resident does not meet the SSN disclosure, documentation and verification requirements in the specified timeframe, as the household is in non-compliance with its lease. This termination of tenancy includes households who have not disclosed and verified the SSN for any child under 6 years of age who didn't have a SSN when added to the household with the understanding that this SSN would be provided within 90 days after admission, or within the 90-day extension period, if applicable. Termination of tenancy does not apply to the exemptions listed below unless there are other household members who have not disclosed or provided verification of their SSNs.]*

3. Exemptions are provided for:
 - a) All participants, regardless of age, who have previously disclosed a valid SSN and have not been issued a new SSN, are exempt from having to re-provide their SSN for duplicative verification.
 - b) Individuals who do not contend eligible immigration status.
 - c) Individuals age 62 or older by January 31, 2010, whose initial determination of eligibility must have begun before January 31, 2010: (i) The eligibility date is based on the initial effective date of the form HUD-50059 or form HUD-50058, which is applicable; (ii) Documentation that verifies the applicant's exemption status must be obtained from the owner of the property where the initial determination of eligibility was determined prior to January 31, 2010. An owner/agent must not accept a certification from the applicant stating they qualify for the exemption; (iii) The exception status for these individuals is retained if the individual moves to a new assisted unit under any HUD-assisted program or if there is a break in his/her participation in a HUD-assisted program.

Example: Mary Smith does not have a SSN. Mary does not have to disclose or provide verification of a SSN because she was 73 years old as of January 31, 2010, and her initial eligibility for HUD's rental assistance program was determined when she moved into "ABC- Apartments" on February 1, 2009 (initial eligibility was determined prior to January 31, 2010. Mary moved out of "ABC- Apartments" on April 10, 2010 and moved in with her daughter who was not receiving HUD's rental assistance. Mary then applied to live at "DEF-Apartments", another HUD subsidized apartment complex, on November 5, 2010. Because Mary's initial eligibility was begun prior to January 31, 2010 (February 1, 2009), Mary is not required to meet the SSN disclosure and verification requirements as long as EPA can verify Mary's initial eligibility date at "ABC- Apartments" was begun prior to January 31, 2010.

An individual who has never been issued a SSN card or who has lost their SSN card may complete SSA form SS-5 - Application for a Social Security Card - to request an original or replacement SSN card, or to change information on his/her SSA record. This form is available online at www.ssa.gov or can be obtained at the local SSA office. EPA-Management will provide assistance in applying for a SSN to any applicant or tenant who requests

EPA will not include the full nine-digit Social Security Number in any communication.

PROOF OF CITIZENSHIP OR ELIGIBLE NON-CITIZEN STATUS

Only U.S. citizens and eligible non-citizens may receive assistance from the federal rental assistance program. All applicants are required to complete the necessary paperwork required by HUD to determine citizenship, utilizing the Systematic Alien Verification Entailments (SAVE) program through the Department of Homeland Security (DHS). The required INS forms obtained for all non-citizens wishing to become residents. Applicants stating they are a citizen or national must provide a birth certificate, passport, or other document verifying citizenship.

An ineligible non-citizen (sole occupant) will not be admitted for occupancy. Ineligible non-citizens that are a member of a household that includes one or more eligible family members will be admitted for occupancy; however, the rental rate for the unit will be prorated according to the number of eligible family members and ineligible non-citizens in the household.

1. A mixed family includes citizens and/or eligible immigrants and one or more ineligible family member, who may receive prorated assistance, continued assistance, or a temporary deferral of termination of assistance.
2. Families that were receiving assistance on June 19, 1995 under a program covered by the non-citizen rules are eligible for temporary deferral of termination of assistance. If the following applies:
 - a) Family has no eligible members; or
 - b) Mixed family qualifies for prorated assistance (and does not qualify for continued assistance) and chooses not to accept the partial assistance.

3. Applicants who hold a non-citizen student visa are ineligible for assistance, as are any non-citizen family members living with the student.
4. Non-citizens (except those ages 62 and older) must sign a Verification Consent Form and submit documentation of their status or sign a declaration that they do not claim to have eligible status. Non-citizens age 62 and older must sign a declaration of eligible immigration status and provide a proof of age document. U.S. citizens must sign a declaration citizenship.

If the applicant cannot supply the documentation within the specified timeframe, management may grant the applicant an extension of not more than 30 days, but only if the applicant certifies that the documentation is temporarily unavailable and additional time is needed to collect and submit the required documentation. Although the extension period may not exceed 30 days, management may establish a shorter extension period based on the circumstances of the individual case. Management must inform the applicant in writing if an extension request is granted or denied. If the request is granted, management will include the new deadline for submitting the documentation. If the request is denied, management will state the reasons for the denial in the written response.

The initial deferral period is for six (6) months and may be extended for an additional six-month period, not to exceed 18 months. At the beginning of each deferral period, management must inform the household of its ineligibility for financial assistance and offer the household the information concerning, and referrals to assist in finding, other affordable housing. Before the end of each deferral period, management must determine whether affordable housing is available to the household and whether to extend the deferral of termination of assistance. Please refer to the HUD Handbook 4350.3, chapter 3, for more information and for deferral policies.

INDEPENDENT STUDENT STATUS

HUD recently published a final rule implementing a new law that restricts individuals who are seeking **Section 8** assistance and are enrolled at an institution of higher education. Section 8 assistance shall not be provided to any individual who:

1. Is enrolled as 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;
2. Is under 24 years of age;
3. Is not married;
4. Is not a veteran of the United States Military;
5. Does not have a dependent child;
6. Is not a person with disabilities, as such term is defined in section 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.
7. Is not living with his or her parents who are receiving Section 8 assistance; and
8. Is not individually eligible to receive Section 8 assistance or has parents (the parents individually or jointly) who are not income eligible to receive Section 8 assistance.

Unless the student is determined independent from his or her parents, the eligibility of the student seeking Section 8 will be based on both the students and the parents being determined income eligible for Section 8 assistance. The parent's family income must be at or below the Low Income limit for the state/county the parents reside in. If the parents are from another county, they must qualify under the income limits of the county where the housing is located.

A student under the age of 24 may be income eligible for the Section 8 assistance in circumstances where an examination of the income of the student's parents may not be relevant or where the students can demonstrate the absence of his or her independence from their parents. These practices and criteria include, but are not limited to consideration of all the following:

1. The individual must be of legal contract age under state law.
2. The individual must have established a household separate from or legal guardians for a least one year prior to application for occupancy or the individual meets the U.S. Department of Education's definition of an independent student. Independent Student of Title IV aid also includes (in addition to married, veteran, have dependent children):
 - a) Be at least 24 years old by December 31 of the award year for which aid is sought;
 - b) Be an orphan or a ward of the court through the age of 18;
 - c) Have legal dependents other than a spouse (for example, dependent children or an elderly dependent parent);
 - d) Be a graduate or professional student.
3. The individual must not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations.
4. The individual must obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support. In cases where there are divorced parents, a separate certification from each will need to be obtained. This certification is required even if no assistance will be provided.
5. Any financial assistance a student received (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.
6. If an ineligible student is a member of an applicant household or an existing household receiving Section 8 assistance, the assistance of the household will not be prorated but will be terminated in accordance with the guidance in the HUD 4350.3.

Income "included" – *Any financial assistance, in excess of tuition, provided to a student receiving Section 8 that does not reside with his/her parents would be considered income to that individual, unless the student is over the age of 23 and has a dependent child. Financial assistance does not include loan proceeds.*

Income “excluded” – *Financial assistance (scholarships & grants) of students who receive Section 8 that live with their parents will not be considered income to the family household.*

ENTERPRISE INCOME VERIFICATION (EIV)

EIV is a web-based computer system containing employment and income information on individuals participating in HUD’s rental assistance programs. This information assists HUD in making sure the *right benefits go to the right* persons by reducing errors in determining a tenant’s income, thereby reducing the number of improper payments in Multifamily Housing’s rental assistance programs.

The income information in EIV comes from the Social Security Administration: 1) Social Security (SS) benefits, 2) Supplemental Security Income (SSI) benefits, 3) Dual Entitlement SS Benefits; and, the Department of Health and Human Services (HSS) National Directory of New Hires (NDNH): 1) Wages, 2) Unemployment compensation, and 3) New Hire (W-4). This information is used to meet HUD’s requirement to independently verify your employment and/or income when you recertify for continued rental assistance.

Using the EIV system will determine if you: correctly reported your income; used a false social security number; failed to report or under reported the income of a spouse or other household member; receive rental assistance at another property.

We will utilize the Existing Tenant Report to determine if any applicants are currently residing at another HUD-assisted or Public Housing Authority (PHA) property at the time of application processing whereby an applicant could be receiving rental assistance. EIV will search HUD’s and the PHA’s databases, and if an applicant is living at another location, we will discuss this with the applicant so that the circumstances may be explained. We will follow up with the respective PHA or other HUD-assisted property to confirm the applicant’s program participation status before admission.

All applicants must disclose if they are currently receiving HUD assistance. We will not knowingly assist applicants who will maintain a residence in addition to the HUD-assisted unit or who attempt to receive HUD assistance in two separate residences.

HUD provides the property with information about an applicant’s current status as a HUD housing assistance recipient. The owner/agent will use the Enterprise Income Verification System (EIV) to determine if the applicant or any member of the applicant household is currently receiving HUD assistance.

Nothing prohibits a HUD housing assistance recipient from applying to this property. However, the applicant must move out of the current property and/or forfeit any voucher before HUD assistance on this property will begin. Special consideration applies to:

- 1) Minor children where both parents share 50% custody

- 2) Recipients of HUD assistance in another unit who are moving to establish a new household when other family/household members will remain in the original unit.

If the applicant or any member of the applicant household fails to fully and accurately disclose rental history, the application may be denied based on the applicant's "misrepresentation" of information.

This information will be reviewed on an annual basis, at each annual certification. If any household member receives or attempts to receive assistance in another HUD assisted unit while receiving assistance on this property, the household member will be required to reimburse HUD for assistance paid in error. This is considered a material lease violation and may result in penalties up to and including eviction and pursuit of fraud charges.

WAITING LIST

In order to maintain a sufficient number of applicants on the Waiting List, EPA will update the Waiting List annually by removing the names of those who are no longer interested in or no longer qualify for housing.

Applicants on the Waiting List will be contact by **EPA annually** to update their information, by completing a revised application form when necessary. This contact must be done in the form of writing. **NO PHONE CALLS.** Contact may be initiated by **EPA** in the form of a routine letter sent to all applicants on the Waiting List via email or postal service, requesting updated information, asking if they wish to remain on the Waiting List, and stating that if there is no response within fourteen (14) days, their name will be removed from the Waiting List without further notice.

- If an applicant on the Waiting List is offered an apartment and refuses the offered apartment, he or she may remain on the Waiting List if the refusal is for a verifiable medical reason. The applicant will move to the bottom of the Waiting List. Any other refusal reasons are considered valid reasons for refusal at management's discretion. In any event, a second refusal, for any reason other than one due to a disability, will cause the application to be disqualified and the applicant's name removed from the Waiting List. This applicant may reapply in the future, at a time that applications are being taken.
- When a unit becomes available, in-place tenants requiring a different unit will be housed appropriately before we move in an applicant on the Waiting List. This allows management to treat current tenants having the greatest housing need prior to applicants on the Waiting List. In this manner, we are able to avoid displacing, through any action, current tenants whose housing needs have changed since admission.
- Due to the social security number requirements, an applicant may remain on the Waiting List until valid social security numbers and acceptable documentation to verify the social security

numbers have been provided for all non-exempt household members (See SSN Section for exemptions). If all non-exempt household members have not disclosed and/or provided verification of their SSNs at the time a unit becomes available, the next eligible applicant must be offered the available unit.

- The applicant who has not provided required SSN information for all non-exempt household members has 90 days from the date they are first offered an available unit to disclose/verify the SSs.
 - During this 90-day period, the applicant may retain its place on the Waiting List.
 - After 90 days, if the applicant is unable to disclose/verify the SSNs of all non-exempt household members, the applicant should be determined ineligible and removed from the Waiting List.
- Due to the Extremely Low-Income Targeting requirements, when an extremely low-income applicant is needed to achieve targeting requirements (see Income Targeting section on page 1), and the next applicant on the Waiting List has income above the extremely low-income limit, that applicant must be returned to the Waiting List. When we are ready to house an applicant with income above the extremely low-income limit, this applicant can be served. We must make a notation on the Waiting List indicating why this applicant has been returned to the list rather than housed or withdrawn. We will then look for the first extremely low- income applicant on the list needing the appropriate bedroom size and qualifying for the top- ranked preference (This property does not have preferences).

DETERMINATION OF ADJUSTED INCOME

When determining Adjusted Income, the owner/agent will use HUD methods to determine Annual Income for the entire family. After Annual Income is determined, the owner/agent will apply the following deductions as applicable:

- The Elderly/Disabled Family Deduction;
- The Dependent Deduction;
- The Childcare Deduction;
- The Health & Medical Expense Deduction (Medical Expenses in excess of 10% of Annual Income);
- The Attendant Care & Auxiliary Apparatus Deduction.

Elderly/Disabled Family Deduction

Note: The following change will not be in effect until the owner/agent implements new site software to comply with changing HUD requirements (no later than 1/1/2025)

For each family where the HOH, co-HOH or spouse is 62 or older or is disabled, HUD provides an annual family allowance. With the implementation of HOTMA, the Elderly/Disabled Family Deduction is \$525. This amount may be adjusted by HUD annually.

The Dependent Deduction

A family receives a Dependent Deduction (*\$480 subject to adjustment by HUD*) for each family member (except foster children and foster adults) who is:

1. Under 18 years of age;
2. A person with disabilities; or

3. A full-time student of any age.

It is not necessary for a member of the family to have legal custody of a dependent in order to receive the Dependent Deduction.

When more than one family shares custody of a child and both live in assisted housing, only one family at a time can claim the Dependent Deduction for that child.

Some family members may never qualify as dependents regardless of age, disability, or student status.

- The HOH, co-HOH or spouse may never qualify as a dependent.
- A foster child, foster adult, an unborn child, a child who has not yet joined the family or a live-in aide may never be counted as a dependent.

The Childcare Deduction

Anticipated expenses for the care of children under age 13 (including foster children) may be deducted from Annual Income if all of the following are true:

1. The care is necessary to enable a family member to work, seek employment, or further his/her education (academic or vocational).
2. The family has determined there is no adult family member capable of providing care during the hours care is needed.
3. The expenses are not paid to a family member living in the unit.
4. The amount deducted reflects reasonable charges for child care.
5. The expense is not reimbursed by an agency or individual outside the family.
6. Child care expenses incurred to permit a family member to work must not exceed the amount earned by the family member made available to work during the hours for which child care is paid.

Childcare Hardship Exemption

Implementation of any Childcare Hardship Exemption Policy will not be in effect until the owner/agent implements new site software to comply with changing HUD requirements (no later than 1/1/2025)

A family may request a Childcare Hardship Exemption to continue the Childcare Deduction if:

1. The family is no longer qualified for the Childcare Deduction because no member is working, seeking employment or furthering his or her education; **and**
2. The Childcare Deduction is still necessary.

The owner/agent will consider a request for a Childcare Hardship Exemption if:

1. The family requests a Childcare Hardship Exemption; and
2. The family is receiving a Childcare Deduction on the current certification in effect at the time of the request; and
3. The family indicates that they will be able to pay rent if the exemption is granted; and
4. The net Cash Value of Assets for the entire family is \$50,000 or less; and
5. The family's total Annual Income is at or below the current Extremely-low Income Limit; and
6. The family participates in a review meeting; and
7. No member of the family is required to return an improper payment to HUD because the resident failed to fully and accurately disclose income or other required information; and
8. The family provides required information and signatures within ten (10) business days including the information required to verify that the resident would not be able to pay rent if the owner/agent does not grant the Childcare Hardship Exemption; and
9. The change is reviewed and when considering income, childcare, rent, and medical expenses, the result would be a TTP that exceeds 25% of the family's remaining income; and

10. The family has not provided Notice to Move; and
11. The family is considered a “resident in good standing” and the owner/agent has not indicated intent to terminate assistance and/or terminate tenancy (eviction); and
12. The family agrees to participate and participates in a review meeting at least every 90 days or upon request by the owner/agent.

If the Request for the Childcare Hardship Exemption is approved, the owner/agent will reduce Annual Income by the verified amount of Childcare.

The Childcare Hardship Exemption ends at the earliest of:

1. Ninety (90) calendar days from the Effective Date of the Certification implementing the exemption;
2. Such time the owner/agent determines the need for the Financial Hardship Exemption no longer exists and the family is able to pay their rent without the Financial Hardship Exemption;
3. Assistance is terminated;
4. The resident fails to meet with property staff or provide information/signatures, as required, at least every 90 days or upon request from the owner/agent.

The resident may request and the owner/agent may extend the Childcare Hardship Exemption, for increments of no more than 90 days, based on the parameters outlined in the owner/agent’s Hardship Exemption Policy. The Childcare Hardship Exemption will end after 90 days.

Please see the property Hardship Exemption Policy for a more detailed explanation. To request a Hardship Exemption please contact the property staff for a Hardship Exemption Request.

HEALTH & MEDICAL EXPENSE DEDUCTION

Note: The following change will not be in effect until the owner/agent implements new site software to comply with changing HUD requirements (no later than 1/1/2025)

The Health & Medical Expense Deduction is permitted only for families in which the head, spouse, or co-HOH is at least 62 years old or is a person with disabilities (elderly or disabled families).

If the family is eligible for a The Health & Medical Expense Deduction, owners must include the unreimbursed medical expenses of all family members, including the expenses of non-elderly family members (adults or children) living in unit. The Health & Medical Expense Deduction is that portion of total unreimbursed medical expenses that exceed 10% of the family’s Annual Income.

When determining the Health & Medical Expense Deduction (*name of the deduction has changed*) the owner/agent includes all out-of-pocket expenses the family anticipates to incur during the 12 months following the certification effective date.

The Attendant Care & Auxiliary Apparatus Expense Deduction

Note: The following change will not be in effect until the owner/agent implements new site software to comply with changing HUD requirements (no later than 1/1/2025)

Families are entitled to a deduction for unreimbursed, anticipated costs for attendant care and “auxiliary apparatus” for each family member who is a person with disabilities, to the extent these expenses are reasonable and necessary to enable any family member 18 years of age or older who may or may not be the member who is a person with disabilities to be employed.

The Attendant Care & Auxiliary Apparatus Expense Deduction is that portion of total unreimbursed medical expenses that exceed 10% of the family’s Annual Income.

When determining the Attendant Care & Auxiliary Apparatus Expense Deduction (*name of the deduction has changed*) the owner/agent includes all out-of-pocket expenses the family anticipates to incur during the 12 months following the certification effective date.

Hardship Exemptions – Health & Medical Expense Deduction and the Attendant Care & Auxiliary Apparatus Deduction

Note: The following change will not be in effect until the owner/agent implements new site software to comply with changing HUD requirements (no later than 1/1/2025)

HUD has provided two Hardship Exemptions related to the increase to the Health & Medical Expense Deduction (previously known as the Medical Expense Deduction) and the Attendant Care & Auxiliary Apparatus Deduction (previously known as the Disability Assistance Expense Deduction).

The two types of Hardship Exemptions related to the Health & Medical Expense Deduction and the Attendant Care and Auxiliary Apparatus Expense Deduction.

1. The Phase-in Hardship Exemption (Relief); and
2. The Financial Hardship Exemption (General Relief).

The Phase-in Hardship Exemption

The Phase-in Exemption is available to those residents who were receiving HUD assistance (MFH or PIH) as of January 1, 2024 and who were receiving either the Medical Expense Deduction or the Disability Assistance Expense Deduction as part of the Assistance Payment calculation as of that date. In these cases, HUD allows owner/agents to “phase in” the Deduction Decrease:

- The deduction will be the amount that is over 5% of Annual Income for the first 12 months of Phase-in.
- The deduction will be the amount that is over 7.5% of Annual Income for the second 12 months of Phase-in.
- After the first 24 months, the deduction will be the amount that is over 10% of Annual Income.

If assistance is terminated (not suspended), the Phase-in Exemption ends.

If, in Year 2, the family requests and is granted a Financial Hardship Exemption, Phase-in ends and cannot be reinstated.

The owner/agent will not allow the Phase-in Hardship Exemption to continue when an applicant moves into the property.

The Financial Hardship Exemption (General Relief)

A family may request a Financial Hardship Exemption to establish the Health & Medical Expense Deduction and/or the Attendant Care & Auxiliary Apparatus Expense Deduction to and the amount that expenses exceed 5% of Annual Income instead of the standard of the amount that expenses exceed 10% of Annual Income.

The owner/agent will consider a request for a Financial Hardship Exemption if:

1. The family requests a Financial Hardship Exemption; and
2. The family indicates that they will be able to pay rent if the exemption is granted; and
3. The net Cash Value of Assets for the entire family is \$50,000 or less; and
4. The family’s total Annual Income is at or below the current Extremely-low Income Limit; and
5. The family participates in a review meeting; and
6. No member of the family is required to return an improper payment to HUD because the resident failed to fully and accurately disclose income or other required information; and

7. The family provides required information and signatures within ten (10) business days including the information required to verify that the resident would not be able to pay rent if the owner/agent does not grant the Financial Hardship Exemption; and
8. The change is reviewed and when considering Annual Income and all deductions and medical expenses, the result would be a TTP that exceeds 25% of the family’s remaining income; and
9. The family has not provided Notice to Move; and
10. The family is a considered a “resident in good standing” and the owner/agent has not indicated intent to terminate assistance and/or terminate tenancy (eviction); and
11. The family agrees to participate and participates in a review meeting at least every 90 days or upon request by the owner/agent.

If the Request for the Financial Hardship Exemption (General Relief) is approved, the owner/agent will reduce Annual Income by the verified amount of qualified expenses that exceed 5% of the family’s Annual Income instead of reducing Annual Income by the verified amount of qualified expenses that exceed 10% of the family’s Annual Income.

The Financial Hardship Exemption ends at the earliest of:

- Ninety (90) calendar days from the Effective Date of the Certification implementing the exemption;
- Such time the owner/agent determines the need for the Financial Hardship Exemption no longer exists and the family is able to pay their rent without the Financial Hardship Exemption;
- Assistance is terminated;
- The resident fails to meet with property staff or provide information/signatures, as required, at least every 90 days or upon request from the owner/agent.

The resident may request and the owner/agent may extend the Financial Hardship Exemption (General Relief), for increments of no more than 90 days, based on the parameters outlined in the owner/agent’s Hardship Exemption Policy. The Financial Hardship Exemption will end after 90 days.

Please see the property Hardship Exemption Policy for a more detailed explanation. To request a Hardship Exemption please contact the property staff for a Hardship Exemption Request.

Requesting a Hardship Exemption Related to Deductions

When changes to deductions result in a family’s inability to pay rent, the owner/agent may consider granting a Hardship Exemption.

If you would like more information explaining the owner/agent’s Hardship Exemption Policy or if you would like to request a Hardship Exemption, please contact the property management staff or access the Hardship Exemption Policy through the resident portal.

ASSET RESTRICTIONS

The following Section 8 Asset Restrictions are considered when determining eligibility of families applying for HUD’s Section 8 Housing Assistance.

Restrictions Based on Net Assets - Asset Cap

A dwelling unit may not be rented, and assistance may not be provided, initially to any family if the Net Cash Value Of Included Assets exceeds the current Asset Cap established by HUD (certain assets are excluded). This “cap” may be

adjusted annually in accordance with a commonly recognized inflationary index, as determined by HUD. (The Asset Cap established by HUD for 2024 is \$100,000).

Certain assets are excluded when determining the net cash value of assets. Excluded assets include, but are not limited to:

- ABLE Accounts;
- Amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty that resulted in a member of the family being disabled;
- Value of any Coverdell Education Savings Account or any qualified tuition program under Section 529;
- Family Self Sufficiency Escrow Accounts (FSS);
- Interest in Indian Trust land;
- Irrevocable Trust;
- Revocable Trusts when no one in the family controls the trust;
- Retirement Accounts as defined by the IRS;
- Real property when the family does not have legal authority to sell such property;
- Equity in property for which a family receives HCV homeownership assistance from a PHA;
- Equity in a manufactured home where the family receives Section 8 tenant-based assistance;
- Other assets as announced by HUD through Federal Register Notice.

Non-enforcement for Existing Residents

After Move-in/Initial Certification, eligibility, based on the Asset Cap, will not be reviewed unless the owner/agent has cause to correct the Move-in/Initial Certification or if the family's assistance is terminated.

Home Ownership - Real Property Rule – REQUIRED SECTION 8 ONLY

A dwelling unit may not be rented and assistance may not be provided to any family if any member has a present ownership interest in, legal right to reside in, and the effective legal authority to sell real property, in the jurisdiction in which the property is located, that is suitable for occupancy by the family as a residence. This includes, but is not limited to a home, condominium, townhome, duplex, mobile home, etc. A dwelling will be considered “suitable for occupancy” unless the family demonstrates that it:

1. Does not meet the disability-related needs for all members of the family (*e.g.*, physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.);
2. Is not sufficient for the size of the family;
3. Is geographically located so as to be a hardship for the family (*e.g.*, the distance or commuting time between the property and the family's place of work or school would be a hardship to the family, as determined by the owner);
4. Is not safe to reside in because of the physical condition of the property (*e.g.*, property's physical condition poses a risk to the family's Health & safety and the condition of the property cannot be easily remedied); or
5. Is not a property that a family may reside in under the State or local laws of the jurisdiction where the property is located.

The applicant or resident is exempt from the Real Property Rule if:

1. Any property is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the person resides in the jointly owned property;
2. The member is a survivor of a VAWA crime (domestic violence, dating violence, sexual assault, or stalking); or
3. The family is offering such property for sale;
4. The family is receiving assistance under 24 CFR 982.620; or under the Homeownership Option in 24 CFR part 982.

Non-enforcement for Existing Residents

After Move-in/Initial Certification, eligibility, based on the Real Property Rule, will not be reviewed unless the owner/agent has cause to correct the Move-in/Initial Certification or if the family's assistance is terminated.

STUDENT FINANCIAL ASSISTANCE

When student financial assistance exceeds tuition and covered fees, student financial assistance that is not specifically excluded will be included as part of the family's Annual Income unless the student is the HOH, co-HOH/spouse and is over 23 (24 or older) with a dependent child.

For Section 8 programs, any financial assistance that is provided through a qualified Coverdell Education Savings Account (ESA) or other qualified ESA, is excluded when determining Annual Income for the family.

Any financial assistance a student receives (1) from private sources, (2) from an institution of higher education, or (3) under the Higher Education Act of 1965, that is in excess of amounts received for tuition and other qualified fees, is included when determining Annual Income for the family, except if the student is the HOH, co-HOH or spouse and is over the age of 24 with a dependent child or children (as defined by HUD).

Student financial assistance that is provided by persons not living in the unit is not part of Annual Income if the student meets the Department of Education's definition of "vulnerable youth".

Covered fees include tuition, books, supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and fees required and charged to a student by an institution of higher education (as defined under section 102 of the Higher Education Act of 1965). For a student who is not the Head-of-Household, Co-HOH/Spouse, actual covered costs also include the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

RENT CALCULATION (SECTION 8)

The Total Tenant Payment (TTP) will be calculated in compliance with HUD rules. This means that the family will pay the greater of:

- 10% of Monthly Income;
- 30% of Monthly Adjusted Income; or
- Welfare rent (welfare recipients in as-paid localities only); or
- The \$25 minimum rent (Section 8 only).

In some cases, HUD may provide a Utility Allowance as well. Utility Allowances are deducted from the Total Tenant Payment to determine the Tenant Rent paid each month.

When the rent calculation described above results in a Tenant Rent that is equal to or more than the unit Gross Rent, HUD housing assistance will be terminated for all Section 8 programs.

When there is also funding layering provided through the IRS Section 42 Low Income Housing Tax Credit program

(LIHTC), the resident will pay LIHTC Max Rent when LIHTC Max Rent is less than the HUD Contract Rent for the unit. The resident may be required to pay LIHTC Max Rent when the LIHTC Max Rent is higher than the HUD Contract Rent for the Unit.

Owner/agents are required to ensure that residents pay the correct Tenant Rent based on HUD's requirements.

Section 8 Minimum Rent Hardship Exemption

The owner/agent, may, at the owner/agent's discretion, grant a Hardship Exemption waiving a family's requirement to pay Section 8 Minimum Rent.

The owner/agent will grant a Section 8 Minimum Hardship Exemption if:

1. The resident or applicant requests a Minimum Rent Hardship Exemption; and
2. The net Cash Value Of Assets for the entire family is \$50,000 or less; **and**
3. The family's total Annual Income is at or below the current Extremely-low Income Limit, **and**
4. The resident participates in a review meeting; and
5. The resident provides required information and signatures within ten (10) business days; and
6. The resident has not provided Notice to Move; and
7. The resident is a resident in good standing and the owner/agent has not indicated intent to terminate assistance and/or terminate tenancy (eviction); and
8. The resident agrees to participate and participates in a review meeting at least every 90 days or upon request by the owner/agent.

The owner/agent must waive the Section 8 Minimum Rent for any family unable to pay due to a long-term Financial Hardship, including the following:

1. The family has lost federal, state, or local government assistance or is waiting for an eligibility determination.
2. The family would be evicted if the minimum rent requirement was imposed.
3. The family income has decreased due to a change in circumstances, including but not limited to loss of employment.
4. A death in the family has occurred.
5. Other applicable situations, as determined by HUD, have occurred.

When an applicant or resident requests a Section 8 Minimum Rent Hardship Exemption, the owner/agent must waive the minimum \$25 rent charge and implement the TTP calculated at the higher of:

- 30% of adjusted monthly income or
- 10% of gross monthly income (or the welfare rent).

The Tenant Rent will not be reduced to zero unless those calculations all result in zero.

If the owner determines there is no hardship, as covered by the statute, the owner must immediately reinstate the Section 8 Minimum Rent requirements. The resident is responsible for paying any minimum rent that was not paid from the date minimum rent was suspended.

If the owner/agent determines that the hardship is temporary, the owner may not impose the Section 8 Minimum Rent requirement until 90 days after the effective date of the certification granting the S8 Minimum Rent Hardship Exemption. At the end of the 90-day period, the tenant is responsible for paying the Section 8 Minimum Rent, retroactive to the initial date of the suspension.

If the hardship is determined to be long term, the owner/agent will exempt the resident from the Section 8 Minimum

Rent requirement starting with the effective date of the certification granting the S8 Minimum Rent Hardship Exemption. The Section 8 Minimum Rent Hardship Exemption may be effective until such time that the hardship no longer exists.

The owner/agent will meet with the resident every 90 days, while the suspension lasts, to verify that circumstances have not changed. The length of the Section 8 Minimum Rent Hardship Exemption may vary from one family to another depending on the circumstances of each family.

ERRORS CAUSED BY A MEMBER OF THE RESIDENT FAMILY

If an owner suspects that a resident has inaccurately supplied or misrepresented information that affects the rent or a family's eligibility, the owner must investigate and document the resident file.

If the resident family meets with the owner to discuss the error, and the owner is convinced the submissions were correct, the owner will document the file accordingly and close the investigation.

If, after meeting with the resident family, the owner determines that the provision of inaccurate information was an unintentional program violation, the owner will correct the rent calculation, if applicable, and provide the tenant with notice of the change in rent. If the resident received an improper payment, the resident will be required to return that improper payments, in compliance with the HUD lease.

If the tenant is unable to repay the full amount, the owner and tenant may enter into a repayment agreement.

1. If, after the income adjustment, the family no longer qualifies for assistance, the family may remain in the property subject to making repayments and paying market rent.
2. The owner may terminate tenancy if the resident refuses to pay any new monthly rent or refuses to repay the previously overpaid subsidy (improper payment) pursuant to any Repayment Agreement.
3. The owner may terminate tenancy if the resident refuses to enter in to Repayment Agreement if such an option is offered.
4. If necessary, civil action may be filed to recover the funds.

If the owner determines the resident knowingly provided inaccurate or incomplete information, and this can be substantiated through documentation, the owner will pursue the incident as fraud.

If any adult member of the family fails to meet with the owner/agent as requested, the owner/agent will initiate termination of tenancy (eviction) in compliance with HUD's guidance.

Misrepresentation

Any information, provided by an applicant that proves to be untrue may be used to disqualify the applicant family because of misrepresentation or attempted fraud.

The owner/agent will not take any action to reduce or deny assistance based on inconsistent information received during the verification process until the owner/agent has independently investigated the information. The owner/agent considers false information about the following to be grounds for rejecting an applicant family:

- Identity;
- Social Security Numbers/Information;
- Income/Assets/Income from Assets;
- Household Composition;
- Disability;
- Birth Date/Age;
- Citizenship, Naturalization, And/or Eligible Immigration Status;

- Eviction History;
- Criminal History;
- Sexual Offender Status;
- Eligibility for Preferences and Priorities;
- Allowances;
- Current/Previous Residence History;
- Current Housing Assistance;
- Status as A Student;
- Eligibility for the Phase-in Hardship Exemption.

Unintentional errors that do not cause preferential treatment will not be used as a basis to reject applicant families.

ERRORS CAUSED BY THE OWNER/AGENT, A SERVICE BUREAU OR O/A SOFTWARE

Errors Caused by The Owner/agent, a Service Bureau or Owner/agent Software

If the owner/agent determines that an error was made and the family’s income was over-reported, the owner must complete corrections to the prior certification(s) affected by the income change. Once the corrections have been made, the owner must determine the difference between the amount of rent paid and the rent that should have been paid.

- The owner/agent will request a meeting to discuss the error;
- The owner/agent will prepare corrections or new certifications that must be signed by all adult members;
- The owner/agent will provide the family with written notification, which includes:
 - A notice of the change in rent, effective retroactively to when the error occurred;
 - The new monthly rent the tenant is required to pay;
 - The amount of the overpayment of rent due; and
 - A form used by the family choosing whether to:
 - Receive a full refund; or
 - Apply the overpayment to future monthly rent payments.

Please note that any credit will be applied to any outstanding rent payment before calculating the amount due to the resident family.

INTERIM RECERTIFICATION – REPORTING CHANGES BEFORE NEXT ANNUAL RECERTIFICATION (AR)

Resident family composition, income and expenses are reviewed at least Annually.

Residents are required to report changes, between Annual Recertification, based on requirements outlined in the HUD Model Lease and the House Rules. Changes that result in an income increase or removal of a member must be reported within 10 days.

The addition of a new resident must be approved before the new member moves into the unit. Failure to notify the owner/agent before a new member is added is a material lease violation and may result in termination of tenancy.

Owner/agent will process an interim reexamination when there is a change to household composition.

Owner/Agent will process an interim reexamination for all decreases in adjusted income when a family member permanently moves out of the unit.

If the change reported results in a decrease to family income, the owner/agent will process an Interim Recertification (IR), adjusting rent, when that reduction results in a decrease of the family's Annual Adjusted Income of 10% or more.

Based on the rules below, the owner/agent will submit an Interim Recertification, if the resident reports one or more changes resulting in a 10% increase to Annual Adjusted Income.

If the reported change includes an increase in income, but an IR reducing income has not been completed since the last AR, the owner/agent will document the resident file and will consider income changes (earned and unearned income), when determining if the Annual Adjusted Income has increased by 10% or more.

If an IR reducing income has been completed since the last AR, the owner/agent will complete an IR, not including any increase to earned income, when determining if the Annual Adjusted Income has increased by 10% or more, unless the change is reported within 3 months of the next Annual Recertification Date.

If all adult family members comply with reporting requirements, rent changes will be implemented as follows:

1. Rent increases. If the rent increases, the owner will give the tenant 30 days advance notice of the increase. The effective date of the increase will be the first of the month after the end of the 30-day period of completing the interim recertification.
2. Rent decreases. If the rent will decrease, the change in rent is effective on the first day of the month after the date of action (e.g., first of the month after the date of loss of employment.) A 30-day notice is not required for rent decreases.

If all adult family members do not comply with the reporting requirements, and the owner discovers the tenant has failed to report changes as required, the owner will implement rent changes as follows:

1. Rent increases. Owners must implement any resulting rent increase retroactive to the first of the month following the date that the action occurred.
2. Rent decreases. Any resulting rent decrease must be implemented effective the first rent period following completion of the recertification.

The owner/agent will make rent decreases retroactive under certain circumstances. If extenuating circumstances exist (504, VAWA, LEP), the retroactive decrease is applied the later of :

- a. The first of the month following the date of the change that led to the decrease; or
- b. The first of the month following the effective date of the most recent full certification.

CONSENT AND VERIFICATION FORMS (9887S)

Currently, all adult applicants must sign HUD's 9887 and 9887A before being admitted to the housing program and at each Annual Recertification.

Note: The following rules about consent forms require HUD to release an updated 9887.

Starting the later of January 1, 2024 or when HUD releases an updated 9887, all applicants must sign HUD's consent forms at admission. After an applicant or resident has signed and submitted these consent forms, they do not need to sign and submit subsequent consent forms except under the following circumstances:

- When a new member is added to the unit if:

- The new member is 18 years of age or older, or
- The new member is the HOH, co-HOH/spouse regardless of age;
- When a member of the family turns 18 years of age;
- If the family's assistance is terminated and the family wishes to reinstate housing assistance; and
- As required by HUD in administrative instructions.

These consent forms contain provisions authorizing HUD and owner/agent to obtain necessary information for verification of an application or to maintain a family's assistance, including income information and tax return information. The executed consent forms will remain effective until the family is denied assistance, or the assistance is terminated. If a family leaves a HUD program (moves-out), the family's assistance is considered to be terminated and the signed consent forms will no longer be in effect.

Any adult member of the family may provide written notification to the owner/agent to revoke consent. Doing so makes the family ineligible and housing assistance will be terminated before the next Annual Recertification or Interim Recertification. The resident will be provided with a 30-Day Notice of Rent Increase as required.

If, subsequently, the family wishes to reapply for assistance, and when such assistance is available, the HOH, co-HOH/spouse and all adult members will be required to submit the signed 9887/9887A documents with any documentation required to determine eligibility. Failure to do so will result in denial of assistance under HUD's program rules.

When a minor living in the unit turns 18, he/she must meet with the management staff and sign appropriate forms when the first notice to recertify is submitted. Failure to do so will result in termination of assistance for the entire household.

VERIFICATION

The owner/agent shall obtain verifications in compliance with requirements set forth by the Department of Housing and Urban Development. After the preliminary eligibility determination, no decision to approve a Pre-Application or Application shall be made until information provided on the Pre-Application or Application form and during subsequent interviews has been collected and any necessary follow-up interviews have been performed.

All information relative to the following items must be verified as described in these procedures.

Information to be Verified

Information to be verified includes, but is not limited to:

1. Eligibility for Admission, such as
 - a. Income;
 - b. Assets and Asset Income;
 - c. Identification;
 - d. Age;
 - e. Household Composition;
 - f. Social Security Numbers;
 - g. Student Status;
 - h. Current HUD Assistance.
2. Allowances, such as

- a. Age;
 - b. Disability;
 - c. Full Time Student Status;
 - d. Child Care Expenses;
 - e. Disability Assistance Expenses;
 - f. Medical Expenses (For Elderly/Disabled Households Only).
3. Preferences
 - a. Status as a Victim of a Presidentially Declared Disaster.
 4. Compliance with Resident Screening Guidelines, such as
 - a. Criminal History;
 - b. Credit History;
 - c. Rental/Residence History;
 5. The Need for an Accessible Unit.

Methods of Verification

Verifications will be attempted as follows:

1. **Means-tested Verification (also known as Safe Harbor).** The owner/agent will not accept Means-tested (Safe Harbor) Verification.
2. **Upfront Income Verification (UIV)** using HUD’s Enterprise Income Verification (EIV) system (EIV may be used as the sole verification of Social Security income);
3. **Upfront Income Verification (UIV)** using non-EIV resources (e.g., Work Number, web-based state benefits system, etc.);
4. **Written, third-party verification from the source, also known as “tenant-provided verification”.** An original or authentic document generated by a third-party source dated within 120 days of the date received by the owner/agent. (e.g., resident provided bank statement). For fixed-income sources, a statement for the appropriate benefit year is acceptable documentation. Owner/agents may also accept third-party verification directly from the verification source. For example, owner/agents may (but are not required to) obtain verification of disability directly from a medical care provider (e.g., physician, physical therapist, etc.) or may accept a letter provided by the provider to the resident;
5. **EIV with Self-Certification (Employment or Unemployment Income).** The EIV Income Report may be used to verify and calculate income if the family self-certifies that the amount is accurate and representative of current income. The family will be provided with the information from EIV.
6. A Written Third-party Verification Form (as appropriate);
7. **Oral verification.** When verifying information over the telephone or via the internet, it is important to be certain that the person is the party he or she claims to be. When verifying information by phone, the owner must record and include in the tenant’s file the following information:
 - a. Third-party’s name, position, and contact information;
 - b. Information reported by the third party;
 - c. Name of the person who conducted the telephone/internet interview; and
 - d. Date and time of the call.
8. **Family Self-Certification.** In the absence of any of the above or as provided in HUD guidance, notarized or witnessed self-certification from the household member (*the owner/agent is not required to accept family/self-certification*). Except when accepted based on HUD guidance (e.g., Streamlining, Assets Disposed, etc.), when the owner/agent accepts Family Self-Certification, the tenant file will be documented, when appropriate, to show that staff attempted other acceptable verification before relying on family self-certification.

Sources of Information

Sources of information may include, **but are not limited to:**

- Any Member Of The Applicant Family;

- Present And Former Housing Providers/Landlords;
- Present And Former Employers;
- Banks;
- Insurance Companies;
- Any Asset Manager;
- Family Members;
- Any Person Or Organization Providing Gifts/Regular Contributions To Any Member;
- Social Workers/Parole Officers;
- HUD’s Enterprise Income Verification System (EIV);
- The Work Number;
- Court Records;
- Health Providers;
- Physicians;
- Clergy;
- Schools/Institutes Of Higher Education;
- Department Of Homeland Security (DHS);
- Department of Health and Human Services (HHS);
- The Internal Revenue Service (IRS);
- The Social Security Administration (SSA);
- Medicare/Medicaid;
- Representative Of The United States Armed Forces;
- Any Federal/Local Benefit Providers;
- Pharmacies;
- Utility Providers;
- The World Wide Web (Internet).

The owner/agent will be the final judge of the credibility of any verification submitted by an applicant. If the owner/agent questions the validity of a document or the validity of information provided, it will be reviewed by management staff for a ruling regarding acceptability.

Period for Verification

Except where HUD allows, only verified information that is less than 120 days old may be used for verification. This does not apply to Means-tested verification which may be used for up to 12 months.

Income from federal programs may be verified using an award letter for the award year until the COLA is announced.

Verified information not subject to change (such as a person's date of birth) will not be re-verified.

Consent and Verification Forms (9887s)

Currently, all adult applicants must sign HUD’s 9887 and 9887A before being admitted to the housing program and at each Annual Recertification.

Note: The following rules about consent forms require HUD to release an updated 9887.

When HUD releases the HOTMA compliant 9887/9887A, the HOH, co-HOH/spouse (regardless of age) and all adult applicants must sign HUD’s consent forms no later than the final eligibility interview. Applications for assistance (MI/IC) will not be considered until an executed 9887/9887A has been received from all family members as indicated above. After an applicant or resident has signed and submitted these consent forms, they do not need to sign and submit subsequent consent forms except under the following circumstances:

- When a new member is added to the unit if:
 - The new member is 18 years of age or older, or
 - The new member is the HOH, co-HOH/spouse regardless of age;
- When a member of the family turns 18 years of age;
- If the family's assistance is terminated and the family wishes to reinstate housing assistance; and
- As required by HUD in administrative instructions.

These consent forms contain provisions authorizing HUD and owner/agent to obtain necessary information for verification of an application or to maintain a family's assistance, including income information and tax return information. The executed consent forms will remain effective until the family is denied assistance, or the assistance is terminated. If a family leaves a HUD program (moves-out), the family's assistance is considered to be terminated and the signed consent forms will no longer be in effect.

Any adult member of the family may provide written notification to the owner/agent to revoke consent. Upon receiving such notice, the owner/agent will notify HUD. Revoking consent makes the family ineligible and housing assistance will be terminated before the next Annual Recertification or Interim Recertification. The resident will be provided with a 30-Day Notice of Rent Increase as required.

If, subsequently, the family wishes to reapply for assistance, and when such assistance is available, the HOH, co-HOH/spouse and all adult members will be required to submit the signed 9887/9887A documents with any documentation required to determine eligibility. Failure to do so will result in denial of assistance under HUD's program rules.

When a minor living in the unit turns 18, he/she will have ten (10) days to meet with the management staff and sign appropriate forms. Failure to do so will result in termination of assistance for the entire household.

Owner/agent Created Verification Forms

The owner/agent may create verification forms for specific verification needs and must include the language required by HUD.

Applicants who refuse to sign consent forms are subject to disqualification. Residents who refuse to sign consent forms are subject to termination of assistance.

Owner/agent created verification forms must clearly state that the applicant or resident is not required to sign the form if it does not clearly indicate who will provide the requested information and who will receive the information. The owner/agent will retain a copy of the verification form and provide a copy to the applicant or resident upon request.

STREAMLINING

The owner/agent has implemented the following Streamlining processes.

Streamlined Determination of Fixed Income

The owner/agent will not adopt Streamlined Determination of Fixed Income except for January – April certifications. Once the SS COLA is announced, the SS COLA will be applied for any certifications, for the award year, that were not complete on the date of the announcement.

Verification of Assets
(\$50,000 in 2024 But Subject to Annual Adjustment by HUD).

At move-in and at least every three years, owner/agents will verify the cash value of assets that are not specifically excluded, and will verify the income from those assets when possible. In Year 2 and in Year 3, owner/agents will conduct such verification only if the net cash value of all family assets exceeds the current Asset Threshold. If the net cash value of all family assets (except those specifically excluded), is equal to or less than the current Asset Threshold, the owner/agent will accept the families notarized or witnessed self-certification providing the net cash value of assets not specifically excluded and any known income from those assets.

The owner/agent will accept Self-certification of Assets at move-in as long as the net cash value of assets is \$50,000 or less and the resident also provides anticipated income for those assets.

Streamlined Certification for Fixed Income Families

The owner/agent will not implement Streamlined Certification for Fixed Income Families.

UNIT TRANSFER POLICY

EPA-Management will allow in-house transfers, in the following situations:

1. A unit transfer for a medical reason, including a reasonable accommodation;
2. A unit transfer based on the need for an accessible unit (this will be verified with a medical practitioner using the EPA form);
3. For emergency temporary location. (If a unit becomes uninhabitable due to a catastrophe, the resident family will be given any open unit for temporary living quarters until their own unit is repaired. An “open unit” is a unit for which the keys are in the possession of the management company.)

EPA will first assign units to in-place tenants who have a demonstrated need for a change in housing before offering units to an applicant on the Waiting List. Requests for transfers that are based on a need for a reasonable accommodation will be provided priority over other requests. Transfers will be provided to persons who have a medical or other **verified** need because of a disability in the chronological order received. All other transfers will be provided after requests for reasonable accommodations and will occur in chronological order by the date the request was received.

When an owner determines that a transfer is required, the Model Lease for Subsidized Programs states that the tenant: (a) may remain in the unit and pay the HUD-approved market rent; or (b) must move within 30 days after the owner notifies the family that a unit of the required size is available within the property. Depending upon the circumstances of the transfer, a tenant may be obligated to pay all costs associated with the move. However, if a tenant is transferred as a reasonable accommodation to a household member’s disability, then the owner must pay the costs associated with the transfer, unless doing so would be an undue financial and administrative burden.

VICTIMS OF DOMESTIC VIOLENCE

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005 (VAWA), AND VAWA 2013:

- A. The VAWA protections apply to families applying for or receiving rental assistance payments under the Low-Income Housing Tax Credit Program and other affordable housing programs. The law protects victims of domestic violence, dating violence or stalking, or sexual assault, as well as their immediate family members generally, from being evicted or being denied housing assistance if an incident of violence that is reported and confirmed.

The VAWA also provides that an incident of actual or threatened domestic violence, dating violence or stalking, or sexual assault does not qualify as a serious or repeated violation of the lease nor does it constitute good cause for terminating the assistance, tenancy, or occupancy rights of the victim. Furthermore, criminal activity directly relating to domestic violence, dating violence or, sexual assault is not grounds for terminating the victim's tenancy. EPA may bifurcate (divide a lease as a matter of law) in order to evict, remove, or terminate the assistance of the offender while allowing the victim, who is a tenant or lawful occupant, to remain in the unit.

The definition of VAWA to include violence committed by intimate partners of victims. Tenants cannot be denied assistance because an affiliated individual of theirs is or was a victim of VAWA crimes.

Tenants are to be notified of their rights under VAWA.

B. Protections for Victims of Domestic Violence, Dating Violence or Stalking or Sexual Assault

The law offers the following protections against eviction or denial of housing based on domestic violence, dating violence or stalking, or sexual assault:

1. An applicant's or program participant's status as a victim of domestic violence, dating violence or stalking, or sexual assault is not a basis for denial of rental assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission.
2. An incident or incidents of actual or threatened domestic violence, dating violence or stalking, or sexual assault will not be construed as serious or repeated violations of the lease or other "good cause" for terminating the assistance, tenancy, or occupancy rights of a victim of abuse.
3. Criminal activity directly related to domestic violence, dating violence or stalking, or sexual assault, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights of the victim of the criminal acts.

4. Assistance may be terminated or a lease “bifurcated” in order to remove an offending household member from the home. Whether or not the individual is a signatory to the lease and lawful tenant, if he/she engages in a criminal act of physical violence against family members or others, he/she stands to be evicted, removed, or have his/her occupancy rights terminated. This action is taken while allowing the victim, who is a tenant or a lawful occupant, to remain.
5. The provisions protecting victims of domestic violence, dating violence or stalking, or sexual assault engaged in by a member of the household, may not be construed to limit the EPA, when notified, from honoring various court orders issued to either protect the victim or address the distribution of property in case a family breaks up.
6. The authority to evict or terminate assistance is not limited with respect to a victim that commits unrelated criminal activity. Furthermore, if an EPA can show an actual and imminent threat to other tenants or those employed at or providing service to the property if an unlawful tenant’s residency is not terminated, then evicting a victim is an option, the VAWA notwithstanding. Ultimately, EPAs may not subject victims to more demanding standards than other tenants.
7. The VAWA protections shall not supersede any provision of any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence or stalking, or sexual assault. The laws offering greater protection are applied in instances of domestic violence, dating violence or stalking, or sexual assault.

C. VAWA Certification

- (a) Owners must provide notice to Section 8 tenants of their rights and obligations under VAWA.
- (b) Certification of Domestic Violence, Dating Violence or Stalking.
 - (1) Owners must provide tenants the option to complete the Certification of Domestic Violence, Dating Violence or Stalking, form HUD-91066. The certification form may be made available to all eligible families at the time of admission or, in the event of a termination or start of an eviction for cause proceeding, the certification may be enclosed with the appropriate notice, directing the family to complete, sign and return the form within fourteen (14) business days. The owner may extend this time period at his/her discretion.
 - (2) Alternately, in lieu of the certification form or in addition to it, owners may accept:
 - (i) A federal, state, tribal, territorial, or local police record or court record, or
 - (ii) Documentation signed by an employee, agent, volunteer of a victim service provider, an attorney, or medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking or, the effects of the abuse in which the professional attests under penalty of perjury under 28 U.S.C 1746 to the professional’s belief that the incident or incidents are bona fide incidents of abuse, and the victim of domestic violence, dating violence or stalking has signed or attested to the documentation.
 - (3) Owners are not required to demand that an individual produce official documentation or

physical proof of an individual's status as a victim of domestic violence, dating violence or stalking in order to receive the protections of the VAWA. Owners, at their discretion, may provide assistance to an individual based solely upon the individual's statement or other corroborating evidence. Owners are encouraged to carefully evaluate abuse claims as to avoid conducting an eviction based on false or unsubstantiated accusations.

- (4) Owners should be mindful that the delivery of the certification form to the tenant via mail may place the victim at risk, e.g., the abuser may monitor the mail. Therefore, in order to mitigate risks, owners are encouraged to work with the tenant in making acceptable delivery arrangements, such as inviting them into the office to pick up the certification form or making other discreet arrangements.

D. Confidentiality

The identity of the victim and all information provided to EPA owner relating to the incident(s) of domestic violence, dating violence or stalking must be retained in confidence by the owner and must not be entered into any shared database or provided to a related entity, except to the extent that the disclosure is:

- (1) Requested or consented to by the individual in writing;
- (2) Required for use in an eviction proceeding; or
- (3) Otherwise required by applicable law.

The HUD-approved certification form provides notice to the tenant of the confidentiality of the form and the limits thereof.

(c) Retention of information.

EPA must retain all documentation relating to an individual's domestic violence, dating violence or stalking in a separate file that is kept in a separate secure location from other tenant files.

E. Emergency Transfer

In accordance with the Violence Against Women Act (VAWA), EPA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of EPA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether EPA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy. The Emergency Transfer Plan (Appendix D) and Transfer Form (Appendix D) is a part of Tenant Selection Plan and available at any time for your review.

F. Lease Bifurcation

Where a victim of a VAWA crime has requested a lease bifurcation, the housing provider should have a reasonable time to establish eligibility or to find new housing when the household has to be divided as a result of a VAWA crime.

G. Protections against the adverse effects of abuse

Domestic violence can often have negative economic and criminal consequences on a survivor. The perpetrator may take out credit cards in a survivor's name, ruining their credit history, or

causing damage to survivor's property causing eviction and poor rental history. The perpetrator may force a survivor to participate in criminal activity or a survivor may be arrested as part of policies that require arresting of both parties in a domestic disturbance. The final rule ensures that covered housing providers do not deny tenancy or occupancy rights based solely on these adverse factors that are a direct result of being a survivor.

H. Low-barrier certification process

The final rule makes it clear that under most circumstances, a survivor need only to self-certify in order to exercise their rights under VAWA, ensuring third-party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections needed to keep themselves safe. The EPA has a certification form that may be used by tenants who are victims of domestic violence, dating violence or stalking, or sexual assault, are protected by the VAWA from being evicted or from housing assistance being terminated because of the acts of violence against them.

I. VAWA Protections are extended to applicants

Applicants cannot be denied housing because they are a victim of a VAWA crime.

Definitions

The following definitions are provided as assistance in understanding and implementing the VAWA protections. The definitions for domestic violence, dating violence, stalking, or sexual assault and immediate family member have been incorporated into the United States Housing Act.

Domestic Violence includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Dating Violence means violence committed by a person: (A) who is or has been in a social relationship of a romantic or intimate nature with the victim, and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

Sexual assault is a sexual act in which a person is coerced or physically forced to engage against their will, or non-consensual sexual touching of a person. Sexual assault is a form of sexual violence, and it includes rape, groping, child sexual abuse, or the torture of the person in a sexual manner.

Stalking means (A)(i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or (ii) to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

Immediate Family Member means, with respect to a person: (a) a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or (B) any other person living in the household of that person and related to that person by blood or marriage.

Bifurcate means to divide a lease as a matter of law so that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

New VAWA Language (All Programs) Updated to comply with VAWA Reauthorization 2022

Nonretaliation

The owner/agent will not discriminate against any person because that person has opposed any act or practice made unlawful by the Violence Against Women Act or because that person testified, assisted, or participated in any matter related to the Violence Against Women Act or a VAWA crime.

Noncoercion

The owner/agent shall not coerce, intimidate, threaten, or interfere with, or retaliate against, any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any rights or protections under the Violence Against Women Act including:

1. Intimidating or threatening any person because that person is assisting or encouraging a person entitled to claim the rights or protections under the Violence Against Women Act.
2. Retaliating against any person because that person has participated in any investigation or action to enforce the Violence Against Women Act.

Protection to Report Crimes from Home

Owner/agents, residents, occupants, service providers, guests and applicants:

1. Shall have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance; and
2. Shall not be penalized based on their requests for assistance or based on criminal activity of which they are a victim or otherwise not at fault under statutes, ordinances, regulations, or policies adopted or enforced by covered governmental entities. Prohibited penalties include:
 - a. Actual or threatened assessment of monetary or criminal penalties, fines, or fees.
 - b. Actual or threatened eviction.
 - c. Actual or threatened refusal to rent or renew tenancy.
 - d. Actual or threatened refusal to issue occupancy permit or landlord permit.
 - e. Actual or threatened closure of the property, or designation of the property as a nuisance or a similarly negative designation.

Termination of Tenancy or Termination of Assistance

The VAWA does not limit an owner/agent's authority to deny, evict or terminate assistance to a resident/applicant for any violation that is not the result of an act of domestic violence, dating violence, sexual assault, or stalking.

The owner/agent will not subject the resident/applicant, who is a survivor of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is a survivor of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other resident/applicants in determining whether to evict or terminate assistance.

The VAWA does not limit an owner/agent's authority to deny, terminate assistance to, or evict a resident/applicant under a covered housing program when the owner/agent can demonstrate an actual and imminent threat (*to other resident/applicants or those employed at or providing service to property of the covered housing provider*) would be present if that resident/applicant or lawful occupant is not evicted/terminated. In this context, words, gestures, actions, or other indicators will be considered an "actual and imminent threat" if they meet the standards provided in the

definition of “actual and imminent threat”.

*Note: **Actual and imminent threat** refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.*

Determinations about the presence of imminent danger will not be based on stereotypes but will be tailored to particularized concerns about individual residents.

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.

Any eviction or termination of assistance, will be initiated only when there are no other actions that could be taken to reduce or eliminate the threat. Examples of such action include, but are not limited to:

- Transferring the survivor to a different unit when doing so would reduce or eliminate the threat – *Also see Addendum A for information about VAWA Emergency Transfers;*
- Barring the perpetrator from the property;
- Contacting law enforcement to increase police presence;
- Develop other plans to keep the property safe; or
- Seeking other legal remedies to prevent the perpetrator from acting on a threat.

Lease Addendum

The HUD approves lease addendum will be implemented and provided in accordance with HUD guidance.

VAWA EMERGENCY TRANSFERS

The owner/agent is concerned about the safety of residents and applicants, and such concern extends to residents and applicants who are survivors of domestic violence, dating violence, sexual assault, or stalking – collectively referred to as VAWA crimes.

The owner/agent has developed a VAWA Emergency Transfer (VET) Plan that allows survivors of VAWA crimes or people associated with survivors of VAWA crimes to request a VET. Please refer to the property’s VAWA Policy and VET Policy for more detailed information.

Definitions

Please be aware of the following definitions:

Internal VAWA Emergency Transfer refers to an emergency relocation of a resident to another unit where the resident would not be categorized as a new applicant (usually referred to as a unit transfer); that is, the resident may reside in the new unit without having to undergo an application process. If a unit is available, the resident must be eligible for the unit based on the requirements set forth by the governing agency. The resident should discuss unit transfer eligibility requirements with the owner/agent and/or property staff to fully understand the requirements.

When a resident qualifies for an internal VAWA Emergency Transfer, and when no unit is immediately available (vacant and ready for occupancy), the owner/agent will add the resident to the property’s waiting list with a preference. The resident may remain on the property waiting list even if the resident decides to pursue an External VAWA

Emergency Transfer

External VAWA Emergency Transfer refers to an emergency relocation of a resident to another unit where the resident would be categorized as a new applicant; that is the resident must undergo apply and be eligible in order to reside in the new unit. The applicant may be required to meet the eligibility requirements and/or screening requirement set forth by the agencies that govern the housing program and by the property's owner/agent.

Safe unit refers to a unit that the survivor of domestic violence, dating violence, sexual assault, or stalking believes is safe.

INTERVIEW PROCEDURE

Upon receipt of the preliminary application, it is reviewed for completeness to ensure that it is legible, and to initially determine if the applicant appears to qualify for the Section 8 Program. This in no way means that an applicant qualifies or is eligible. Eligibility can be confirmed only after all items, which may have any bearing on the rent that the applicant may pay, or the subsidy he/she may receive, are verified, including income, assets, family composition, etc. **The**

applicant must be found eligible to be offered housing. Failure to meet for an interview or contact EPA a second time will cause the removal of the preliminary application from the EPA- Waiting List. Prior to an applicant from the Waiting List being offered housing, an **Eligibility Application** is given and a formal eligibility interview will be scheduled. At that time, all items on the **Eligibility For Housing Application** is discussed and confirmed. The applicant must sign verification forms, authorizing EPA management to verify all of these items. Until all items are verified, eligibility cannot be determined and housing cannot be offered. EPA management must make an attempt to verify all factors with "third-party" written verification, per HUD regulations and procedures. If EPA management does not receive a response within fourteen (14) days, EPA management will use "Review of Documents" to verify items/issues in accordance with HUD Handbook 4350.3 and all revisions.

You will need to bring all applicable documents with you when you come for your interview:

- ❖ PICTURE IDENTIFICATION CARD (driver's license, ID card, etc.)
- ❖ SOCIAL SECURITY CARD (If you do not have one, you must contact your nearest Social Security office to apply for one. Unless you meet one of the exclusions that is notated, you cannot move in until all HH members have their SSN. Please see the SSN and Waiting List sections regarding the SSN requirements.)
- ❖ PASSPORT, RESIDENT ALIEN CARD, BIRTH CERTIFICATE
- ❖ THE MOST RECENT 6-MONTHS' BANK STATEMENTS (for every bank account which you have.)
- ❖ STATEMENTS OF ALL FORMS OF INCOME WHICH YOU RECEIVE ON A
- ❖ RECORDS OF ANY OTHER INCOME OF ASSETS (in the USA or elsewhere in the world. This includes insurance policies with cash value)
- ❖ NAME, ADDRESS, PHONE NUMBER (Please bring with you a letter of personal reference. This person must be unrelated to you by birth or marriage.)

- ❖ LANDORD INFORMATION (name, address, phone number, dates or any place you lived in the past 24 months.)
- ❖ MEDICAL EXPENSE INFORMATION (for out-of-pocket costs, not covered by medi-care / medical, also any health insurance premiums you pay.)

RENTAL, CREDIT, & CRIMINAL SCREENING CRITERIA

All applicants 18 years of age or older in a household will be screened for rental history, credit and criminal history, and general program eligibility prior to residency. This includes police officers or security personnel living on-site. The screening of live-in aides at initial occupancy and the screening of persons or live-in aides to be added to the tenant household after initial occupancy involve similar screening activities. Both live-in aides and new additions to the tenant household will be screened for drug abuse and other criminal activity.

As a part of the final eligibility determination, EPA will screen each applicant household to assess suitability. The same criteria will be used to screen new move-ins as well as live-in aides and new additions to an existing household. Police officers and other security or management personnel that reside in subsidized units must also pass the same screening criteria as other applicants. Factors to be considered in the screening are housekeeping habits, care of property, rent paying habits and credit records, prior history as a tenant, household income, and criminal records. Following is a description of each of these factors and the method of verification to be employed:

Rental History – Landlord Reference Check

1. If a prior landlord reported the applicant(s) damaged property or lease violations within the past three (3) years, the applicant can be denied. Eviction within the past three (3) years is automatically grounds for denial. EPA will not consider “no fault” evictions as grounds for denial.
2. Any debt balance owing to a prior management company or housing complex will need to be paid prior to move-in.
3. Lack of rental history is not grounds for denial.
4. Applicants who have been homeless or who have lived in housing for which they were not financially responsible must provide references from person(s) with whom they have had a professional relationship to demonstrate their ability to meet the financial conditions of the lease.
5. Mitigating Circumstances will be reviewed before denial.

Credit History

- a. Federal and State Tax liens within the past three (3) years are counted as a negative account. Prior to the three (3) year period we may request proof of payment/release on any Lien over \$2500.00 that is still on the applicant’s credit history.

- b. Financial Aide, School Loans and medical debt in negative standing are not counted.
- c. \$2500.00 or more showing owed to a prior management company can be grounds for denial. We reserve the right to ask for proof of payment.
- d. Lack of credit history is not grounds for denial.
- e. Mitigating Circumstances will be reviewed before denial.

Criminal Background Check

A contractor is hired to run a credit check and criminal check on all applicants, and it will check court records for evidence of evictions or judgments against the applicant and evidence of criminal convictions. EPA will “screen in” rather than “screen out” applicants who have a criminal record as per San Francisco Police Code Article 49, Sections 4901-4920, or the Fair Chance Ordinance. Under the ordinance:

1. Housing providers shall not automatically bar applicants who have a criminal record¹ in recognition of the fact that past offenses do not necessarily predict future behavior, and many applicants with a criminal record are unlikely to re-offend.
2. Housing providers shall not consider:
 - a. arrests that did not result in convictions, except for an open arrest warrant;
 - b. convictions that have been expunged or dismissed under Cal. Penal Code § 1203.4 or 1203.4a;²
 - c. juvenile adjudications.
3. Housing providers shall consider:
 - a. the individual circumstances of each applicant; and
 - b. the relationship between the offense, and
 - i) the safety and security of other tenants, staff and/or the property; and
 - ii) mitigating circumstances such as those listed below.
4. Criminal History Standard – Drug-related conviction in the past three (3) years; Violent conviction(s) in the past five (5) years; Conviction for a sex offense in the past five (5) years; A criminal report that demonstrates unresolved arrests or a history of convictions for burglary, robbery, vandalism, violence, or other crimes against persons or property in the last five (5) years may be a basis for disqualification.
 - a. mitigating factors, including, but not limited to:
 - i) the seriousness of the offense;
 - ii) the age and/or circumstances of the applicant at the time of the offense;
 - iii) evidence of rehabilitation, such as employment, participation in a job training program, continuing education, participation in a drug or alcohol treatment program, or letters of support from a parole or probation officer, employer, teacher, social worker, medical professional, or community leader;
 - iv) if the offense is related to acts of domestic violence committed against the applicant;
 - v) if the offense was related to a person’s disability.

¹ The policy recognizes that some housing may be subject to mandatory laws that require the exclusion of an applicant based upon certain types of criminal activity.

² The purpose of the statute is allow a petitioner to request a dismissal of the criminal accusations, a change in plea or setting aside of a verdict and to seek to have certain criminal records sealed or expunged and a release “from all penalties and disabilities resulting from the offense.”

These standards are established to comply with the federal laws, and a household member who has been involved in the following will not be admitted under any circumstances:

1. Any household containing a member(s) who was evicted from federally-assisted housing within the last three (3) years for drug-related criminal activity. If the evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program or circumstances leading to the eviction no longer exist, management will review on a case-by-case basis.
2. Any conviction within the past three (3) years for illegal drug use, manufacture or distribution of a controlled illegal substance is grounds for denial.
3. Any conviction within the past three (3) years for any crime of violence, fraud, theft, or other crime which establishes that the applicant's tendency might constitute a direct threat to the health or safety of other individuals or result in the substantial physical damage to the property of others is grounds for denial.
4. Any conviction for any activity concerning sexual abuse or assault is grounds for denial. This includes, but is not limited to, any member of the household who is subject to a registration requirement under a nationwide sex offender registration program.
5. Any other felony conviction within the past three (3) years can be grounds for denial.
6. Any household member who is currently engaging in documented illegal drug use is grounds for denial. This can include a pattern of illegal drug use that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other tenants.

CRIMINAL OR DRUG-RELATED ACTIVITY

Upon move-in tenants sign leases requiring them to accept responsibility for the actions of individual household members, their guests, or other persons on the premises with their consent. No tenant, no member of the tenant's family or household nor a guest or any other person visiting a tenant shall engage in criminal activity on or near the apartment complex, including drug-related criminal activity, or other criminal activity or drug and alcohol abuse that threatens the health and safety of the tenants or staff or hinders the peaceful enjoyment of the housing premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution or use of a controlled substance (as defined in **Section 102 of the Controlled Substance Act**).

Neither tenant, nor member of the tenant's household or family, nor shall any guest or other person engage in any act intended to facilitate criminal activity, drug-related activity on or near the apartment complex. This includes the manufacture, sale or distribution of illegal drugs on or near the apartment complex or elsewhere.

Neither tenant, nor members of the tenant's household or family will permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, family or a guest.

No tenant, nor shall any member of the tenant's household or family, guest or other person, engage in acts of violence, including, but not limited to, the unlawful discharge of firearms on or near the apartment complex.

Violation of the above provisions shall be a material noncompliance violation of the lease and good cause for termination of the lease. A single violation of any of these provisions shall be deemed a serious violation and material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

DISQUALIFICATION PROCEDURE

When an application is disqualified by Management, the applicant is notified of this decision in writing. This written statement, which will be sent in a timely fashion, will include the reason(s) for the disqualification, and state that the applicant has the opportunity to request a meeting with the Management to discuss the disqualification. The applicant will be further instructed to request the meeting verbally or in writing within fourteen (14) days of the date of the disqualification letter.

If the applicant wants to request a meeting, the applicant's request should be directed or sent to **EPA** within fourteen (14) days of the date of the disqualification notice. The requested meeting will be held by a staff member who was not involved in the initial decision to deny admission or assistance. Within five (5) business days of Management's response or meeting, Management

must advise the applicant in writing of the final decision on eligibility. All of this material (original application, disqualification letter, applicant's request for a meeting, summary of the meeting and the final decision) must be kept for three (3) years in confidential files.

Persons with disabilities have the right to request reasonable accommodations to participate in the informal hearing process.

SCREENING\DISQUALIFICATION CRITERIA

An application may be rejected for any one of the following reasons:

- ◆ The applicant/family is not eligible based on program requirements;
- ◆ Submission of false or untrue information on the application, or failure to cooperate in the verification process;
- ◆ The applicant has a history of unacceptable or unsatisfactory credit or criminal history as reported by a credit agency or other organization. This includes registration as a Sexual Offender nationwide (*See Credit Criminal Screening Criteria for more information.*);
- ◆ Negative reference from the past three years from a current or previous landlord, including but not limited to late rent, NSF (non-sufficient funds) checks, lease violations, evictions, etc.;
- ◆ The household (including a **Live-In Aide**) size is not appropriate for this unit;
- ◆ Failure to sign designated or required forms and/or documents upon request;
- ◆ The applicant cannot pay the appropriate security deposit at move-in;
- ◆ This will not be the applicant's only residence and he/she will pay an assisted rent;
- ◆ The applicant has repeatedly (more than twice) been offered a housing unit and, for other than a verified medical reason, he/she has refused to take the unit offered;
- ◆ The applicant is not a Citizen, National or eligible non-Citizen (as defined by HUD);
- ◆ The applicant is not capable of fulfilling the lease agreement, with or without assistance;
- ◆ A negative criminal history as defined in the *Criminal or Drug-Related Activity* section;
- ◆ By HUD formula, the applicant cannot show a need for the subsidy assistance, (where applicable) or the household income exceeds the **HUD** limits;
- ◆ Failure to disclose and provide acceptable documentation to verify the valid SSNs of **all** non-exempt household members within 90 days of first being offered an available unit;
- ◆ Failure to meet the Student Eligibility Rule.

NOTE: All applicants in a household will be processed as one approval or denial for an apartment. If any one of the applicants has negative rental history, negative credit history or negative criminal history all applicants will be denied.

DEFINITIONS

Eligibility

To be eligible, an applicant must be at least 62 years of age or older as Head of Household or co-Head of Household or spouse, or an applicant must have a disability, regardless of age and without limitation as to the nature of the disability. Qualified applicants with minor children are still eligible.

EPA will first assign J-Units (accessible units) to in-house tenants who have a demonstrated need for a change in housing before offering these units to an applicant on the Waiting List. This will be done in chronological order based on the date of notification to **EPA's** management (see Transfer Policy).

Person with Disabilities

Such a person has a disability, as defined in 42 U.S.C. 423;

- Inability to engage in any substantial gainful activity by reason of any medically determinable physical impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
- A person with disabilities (individual with handicaps), as defined in 24 CFR 8.3, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

Live-In Care Attendant

A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities, and who:

1. Is determined to be essential to the care and well-being of the persons;
2. Is not obligated for the support of the persons; and
3. Would not be living in the unit except to provide the necessary supportive services.

A relative may be a **Live-In Attendant** but must meet all of the above requirements, and sign a statement to that effect. **EPA** will verify this with a physician or recognized health care professional. The sole purpose of a **Live-In Attendant** is to provide the tenant with support services and will not qualify for continued occupancy in the event the tenant vacates the unit. **EPA** may re-verify the need for a **Live-In Attendant** when necessary.

The screening of **Live -In Attendants** at initial occupancy and the screening of persons or **Live-In Attendants** to be added to the tenant household after initial occupancy involve identical screening activities as applicants. **Live-In Attendants** must be screened for drug abuse and other criminal activity, including nationwide lifetime registration as a sex offender, by applying the same criteria established for screening other applicants. Owner-established screening criteria must also be applied to **Live-In Attendants**.

Assistance Animals

Assistance animals are not pets. They are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or animals that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals, often referred to as

"service animals," "assistance animals," "support animals," or "therapy animals" perform many disability-related functions, including but not limited to guiding individuals who are blind or have low visions, alerting individuals who are deaf or hard of hearing to sounds, providing minimal protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to persons with disabilities who have a disability related need for such support.

EPA does not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Others are trained by the owners themselves and, in some cases, no special training is required. The question is whether or not the animal performs the disability-related assistance or provides the disability-related benefit by the person with the disability.

LIMITED ENGLISH PROFICIENCY (LEP)

EPA will take reasonable steps to ensure that persons with **Limited English Proficiency (LEP)** have meaningful access and an equal opportunity to participate in our services, activities, programs and other benefits, without cost to the person being served.

APPENDIXES AND OTHER FORMS

- VAWA Appendix A: Notice of Occupancy Rights Under the Violence Against Women Act, form HUD-5380
- VAWA Appendix B: EPA Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, form HUD-5381
- VAWA Appendix C: Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation, form HUD-5382
- VAWA Appendix D: Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, form HUD-5383
- Lease Addendum: VIOLENCE, DATING VIOLENCE OR STALKING, form HUD-91067