

## VILLAS AT THE BLUFF

501 EAST 14<sup>TH</sup> STREET

DELTA, COLORADO 81416

PHONE (970) 874-7266 FAX (970) 874-8612

### RESIDENT SELECTION CRITERIA Low Income Housing Tax Credit (LIHTC)

#### I. GENERAL LEASING POLICIES

- a. All units must be occupied pursuant to a lease that complies with LIHTC regulations.
- b. The lease shall be signed by the head, spouse, and all other adult members of the household and by the Executive Director or other authorized representative of DHA, prior to actual admission.
- c. If a resident transfers from one unit to another, a new lease and tenant income certification will be executed for the dwelling into which the family moves. If the transfer is not within the same building, a complete certification will be required. Tenant must qualify for the unit into which they wish to transfer.
- d. If, at any time during the life of the lease agreement, a change in resident's status results in the need for changing or amending any provision of the lease, either:
  - i. a new lease agreement will be executed and a new tenant income certification will be completed, or
  - ii. an Addendum to the Lease will be prepared and made a part of the existing lease.

All copies of such Lease Addenda are to be dated and signed by the Resident and by the Executive Director or other authorized representative of the DHA.

- e. Residents must advise DHA if they will be absent from the unit for more than 10 days. Residents shall notify the manager, secure the unit and provide a means for DHA to contact the Resident in an emergency. Residents may not be absent from their units more than 60 days during any one 12 month period unless there is a documented medical need. DHA staff shall determine the best form of documentation on a case by case basis. Failure to advise DHA of an extended absence is grounds for termination of the Lease. However, a resident may not be absent from the unit more than 180 days and still have the unit considered the primary residence.

#### II. ELIGIBILITY REQUIREMENTS

**Resident Eligibility** –To be eligible to be a resident at Villas at the Bluff (the “Property”), the following criteria must be met:

- a. Citizenship Status



- i. All households must meet guidelines regarding citizenship eligibility.
  - ii. If no members provide verifiable documentation of citizenship, occupancy will be denied until documentation is provided.
- b. Social Security Number Requirements
  - i. The applicant must provide verification of Social Security numbers for all household members.
  - ii. Applicants must comply with all Social Security requirements for eligibility.
- c. The applicant must be of legal contract age (18 years of age or older).
- d. The applicant must pay the rent calculated.
- e. The applicant must have the ability to pay the Security Deposit. The minimum security deposit is calculated at one months rent, or a minimum of \$400.
- f. The unit must be applicant's ONLY residence.
- g. The Income Qualification Program (defined below) provides for specific eligibility restrictions with respect to occupancy by full-time students. Eligibility to remain as a resident under full-time student status is at all times dependent upon the resident's household meeting all student status eligibility requirements. If the resident fails, at any time, to meet all student status eligibility requirements, the resident shall be deemed not to be a Qualified Household based on such status.

### **III. INCOME LIMITS/ECONOMIC MIX REQUIREMENTS**

- A. All income limits for applicants and residents are set by the Federal Low Income Housing Tax Credit program set forth in Section 42 of the Internal Revenue Code of 1986, as amended and/or the applicable tax-exempt bond restrictions (each, as applicable, the "Income Qualification Program"). The Property also may be subject to other covenants, conditions and restrictions governing its operations and the qualifications of its residents relating to the financing of the Property (including, in some instances, tax-exempt bonds and governmental subsidies and programs) (collectively, the "Other Program"). The Income Qualification Program provides for a specific maximum monthly rent which may be charged for the resident's apartment unit, which amount is subject to annual adjustment based upon median incomes as determined by the U.S. Department of Housing and Urban Development. The Income Qualification Program and the Other Programs, if any, require that the apartment units be leased to certain qualified individuals and households (collectively, "Qualified Households"). At the

Property, Qualified Households must meet certain income and, under certain circumstances, age limitations. The resident agrees, upon Management's request, to provide any information which Management requires in order for Management and/or Owner to remain in compliance with the Income Qualification Program and the Other Program.

- B. Current income limits and restrictions may be viewed in the community office.

#### **IV. POLICIES FOR ACCEPTING APPLICATIONS (OR PRE-APPLICATIONS)**

- A. Prospective applicants may obtain an Application and Resident Selection Criteria during regular office hours.
- B. Once completed, the Application may be brought back to the office during regular office hours or mailed to the address listed at the top of this document.

#### **I. PROCEDURES FOR ACCEPTING APPLICATIONS AND SELECTING FROM THE WAITING LIST**

##### **A. Application – Intake**

- a. Each application will be date and time recorded upon receipt.
- b. If an appropriate size unit is not available, a qualified applicant will be placed on the waitlist.
- c. Applications will be reviewed at the time of intake for accuracy and eligibility.
- d. Applications must be completed in their entirety and all blanks must be addressed.

##### **B. Waiting List Procedures**

- a. When an apartment becomes available, the applicant at the top of the waiting list (if qualified) will be contacted.
- b. Applicants are responsible for updating contact information with the management office as their information changes.
- c. Upon successful completion of the interview process and confirmation by Management that the applicant continues to be eligible for the apartment unit sought (based on all of the requirements set forth herein), an applicant will be offered a unit. In the event the applicant refuses the unit and wishes to remain on the waiting list(s) for the next available unit, the applicant will be provided a second and third opportunity to accept units of available size for immediate occupancy. Should the applicant refuse to occupy the third unit available, regardless

of size offered, the applicant will be notified his/her application will be removed from the waiting list.

- d. All waiting lists will be updated annually.
- e. An applicant may be on more than one unit type waiting list if they qualify for more than one unit type. The date of initial application will determine their place on the list.

### **C. Applicant Screening Criteria**

- a. A criminal background check will be completed on all adult members of the applicant's household (18 years of age and older). This will coincide with the information provided by the applicant on the application. The results of this check will be the basis for rejection if any of the following is found:
  - i. Any household containing a member who was evicted in the last 5 years from housing for drug-related criminal activity unless the evicted household member has successfully completed an approved drug rehabilitation program.
  - ii. Any person listed on the application is currently or has within 5 years been determined guilty of a serious crime or felony. These crimes may include, but are not limited to the following:
    - 1. Conviction of a misdemeanor involving violence;
    - 2. Conviction of possession, usage or distribution of a controlled illegal substance;
    - 3. Conviction of an unregistered firearm or possession of an illegal weapon;
    - 4. Records of fraudulent misrepresentations, disturbance of neighbors, destruction of property or other disruptive behavior;
  - iii. The head of household or member of the household has engaged in any of the following activities: (1) irresponsible community behavior, which causes irreparable damage to the reputation of the community, (2) intimidation or threats of physical harm to management or maintenance personnel, (3) the use of an illegal drug, or (4) a pattern of abuse of alcohol.
  - iv. The head of household or member of the household has committed a sexual offense or is a sexual offender.

- v. Knowledge gained after move-in of a household member's engagement in any of the above stated activities may result in termination of the Lease Agreement.
- b. This community is committed to Drug-Free Housing. The Lease Agreement prohibits drug-related criminal activity on or near the premises. Violations of this Lease provision will be considered cause for termination of tenancy.
- c. References will be obtained from an applicant's present and past landlords for the last three years. An applicant may be rejected if these reports document failure to make payments or show evidence that the applicant's household disturbed the right to peaceful enjoyment of the premises by other residents. The applicant will be rejected if the landlord stated poor housekeeping habits, legal proceedings against the applicant's household and/or eviction. Verifiable rental history will include a completed Landlord Verification Form signed by the current landlord and additional prior landlords. All gaps in rental history must be explained in writing and will be verified by Management. Applicants whose history shows repeated late rental payments over the past three years may be rejected.
- d. A credit check will be obtained for each adult member of the applicant's family.
  - i. The Property utilizes OneSite to obtain credit information. Based on the OneSite Affordable Scoring Model which is applied evenly and consistently throughout the building, each applicant's credit score will either be accepted or rejected. An applicant may be rejected due to an unfavorable credit rating. If the applicant believes the Credit Report is incorrect or has erroneous information, the applicant will have 60 days in which to correct the report. Applicants must provide acceptable proof on the company or agency's letterhead that the debts have been cleared, and no further delinquency exists. During the time of the 60 day appeal of the incorrect reporting, the applicant will not be considered for the vacant unit, however will remain on the waitlist.
  - ii. Similar Investigative Reports (criminal, credit) may be prepared in the future after the applicant has executed a lease agreement at the Property and become a resident or has vacated the Property which is the subject of this agreement.



- ii. Applicants rejected may re-apply if twelve (12) months have passed since the application was rejected.
- iii. Applicants will not be rejected on the basis of race, color, creed, religion, sex, national origin, ancestry, age, handicap or disability of any person, familial status, the use of a guide or support animal because of the physical handicap of the user or because the user is a handler or trainer of support or guide animals or because of the handicap or disability of an individual with whom the person is known to have a relationship or association.

## II. ADDING AND DELETING MEMBERS FROM A HOUSEHOLD

1.
  - a. Only those persons listed on the most recent certification form and Lease shall be permitted to occupy a dwelling unit.
  - b. In order to add a new household member, the new household member must fulfill all of the eligibility requirements of any other new resident coming off the wait list.
    - ◆ Except for natural births to or adoptions by family members, or court awarded custody, any family seeking to add a new member must request approval in writing 30 days before the new member moves in.
    - ◆ All persons listed on the most recent certification form and the Lease must use the dwelling unit as their sole residence.
    - ◆ Resident must have occupied the unit for at least 6 months prior to adding a household member that is not covered by exception.
  - c. When a Resident requests approval to add a new person to the Lease, DHA will conduct pre-admission screening of any proposed new adult member to determine whether DHA will grant such approval.
2. Residents who fail to notify DHA of additions to the household or who permit persons to join the household without undergoing screening are violating the Lease. Persons added without DHA approval will be considered unauthorized occupants and the entire household will be subject to eviction.
3. Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on DHA premises that would be a lease violation.
  - ◆ All overnight visitors must be reported to and approved by the Manager due to parking permits and possible towing issues.
  - ◆ Visits of more than 3 and less than 14 days are permitted, provided they are reported to the Manager within 72 hours and authorized by the manager.
  - ◆ Visits of more than 14 days shall be authorized only by the Executive Director with advance documentation of extenuating circumstances.
  - ◆ Visitors remaining beyond this period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the Lease.

4. Roomers and lodgers shall not be permitted to move in with any family. Violation of this provision is grounds for termination of the Lease.
5. Residents will not be given permission to allow a former resident of DHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is grounds for termination of the Lease.
6. Family members over age 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the Lease.
  - ◆ The resident shall report the move-out within 30 calendar days of its occurrence.
  - ◆ These individuals may not be readmitted to the unit without re-applying as a new applicant and going through the screening process as described in this policy.
  - ◆ Medical hardship, or other extenuating circumstances shall be considered by DHA in making determinations under this paragraph.

### III. CHARGES IN ADDITION TO RENT

**Late Fees:** If the calculated tenant rent is not paid by the 5<sup>th</sup> day of the month, a late fee of \$25.00 be imposed on the 6<sup>th</sup> day of the month, and \$5.00 each additional day the rent remains unpaid.

**Non-sufficient funds (returned checks):** In the event of a returned check for non-sufficient funds, the resident will be charged \$25.00 bank charges, which will be payable to Owner. After two checks have been returned, only certified funds will be accepted.

**Damages:** The cost for repairs due to damages caused by the resident will be charged back to the resident.

Management may charge a \$150.00 refundable cleaning deposit fee for use of community common areas, equipment or facilities.

A resident who fails to properly dispose of large items of trash will be charged a \$20.00 disposal fee.

### IV. SECURITY DEPOSITS

Security deposits are held in interest bearing accounts with interest income credited to the tenant. Interest income is computed in accordance with state/local law. All security deposits are refundable if no damages or other charges are to be applied at move-out.

If a resident transfers to a new unit at the Property, a new security deposit will be collected. Any amounts owed for rent, damages, etc. on the old unit will first be taken



out of the original security deposit and any outstanding amounts will be billed to the resident.

**V. UNIT INSPECTIONS**

A unit inspection form will be used at initial occupancy, annually, and at move-out. This report will be completed by the resident and management agent. A 24 hour notice will be provided for scheduled inspections.

**VI. OCCUPANCY STANDARDS**

The unit size will be based on household composition and size.

<b>1-2</b>	<b>persons</b>	<b>1 Bedroom;</b>
<b>1-4</b>	<b>persons</b>	<b>2 Bedrooms;</b>
<b>2-6</b>	<b>persons</b>	<b>3 Bedrooms;</b>

**VII. ACCESSIBLE UNITS**

For units accessible to persons with mobility, visual or hearing impairments, households containing at least one person with such impairment will have first priority for those designated accessible units.

**VIII. TRANSFER POLICY/PROCEDURE**

**A. Transfer Policy**

- a.** Tenant must qualify for the unit to which they wish to transfer and will be required to do a complete certification process if their transfer is not within the same building in which they are currently residing. Transfers within the same building do not require a recertification.
- b.** If a resident's rent is not current at the time a unit becomes available, the next transfer in line will go first and their name will be placed at the bottom of the list for that particular bedroom size.
- c.** If a resident does not want to transfer at the time the unit is available, their name will be placed on the bottom of the list.

**B. Transfer Procedures**

- a.** Tenant Initiated
  - i.** The resident must complete a Transfer Request form.
  - ii.** The resident must be in good standing and have no balances due.



- iii. The on-site property manager must complete a unit inspection of the resident's current unit. The results of this inspection must be satisfactory.
  - iv. A new security deposit will be collected prior to/at time of transfer. If the deposit for the old unit is refunded, a new security deposit amount will be determined for the new unit.
  - v. A final bill on the old unit will be generated that will include all potential charges. If the old security deposit will not cover all damage/cleaning fees, resident will also be required to provide additional funds up to the anticipated costs. All monies must be paid in full by resident prior to actual transfer. If there is a remaining security deposit from the initial unit, it will be refunded within 30 days, or in accordance with state law.
  - vi. If damages are discovered after move-out, and were not included in the original estimate, the resident is responsible for payment of these damages within 30 days of the transfer. Any unpaid amounts will be transferred with the resident.
  - vii. On the scheduled date of the transfer, the on-site property manager will perform a move-in unit inspection with the resident.
- b. Reasonable Accommodation**
- i. Tenants requesting a reasonable accommodation must provide a certification documenting the need for the transfer.
  - ii. Tenants are responsible for any damages to the previous unit, and charges will remain with the tenant until fully paid.
  - iii. If the request for reasonable accommodation is denied, a disabled resident has (14) days to notify the manager in writing or request a meeting to discuss the reason(s) of the denial.

## **IX. ANNUAL RECERTIFICATIONS**

### **A. Recertification**

Management will make an annual determination of the resident's continued eligibility under the Income Qualification Program's guidelines or the guidelines of any applicable Other Program. Thus, the resident agrees that 120 calendar days prior to the expiration of the resident's lease agreement term or any renewal term, resident shall submit, on forms provided by Management, signed statements setting forth the current facts as to total income, employment and size of the members of the resident's household occupying the apartment unit, with such verification as Management may require. The resident's failure to

accurately complete such forms and return them to Management shall constitute a material breach of the resident's lease agreement. The resident agrees to vacate the apartment unit upon the earlier of the expiration of the resident's lease agreement or upon 30 days' written notice from Management of non-qualifying status. The resident specifically agrees that each representation or certification provided on such forms are material, and that any misrepresentation of information, whether intentional or unintentional, shall constitute a material breach of the resident's lease agreement.

The resident must notify Management immediately in writing of any change in the composition of the resident's household, including the number of persons residing within the apartment unit. The resident shall also notify Management immediately of any change in the student status of any member of the resident's household.

If the resident does not supply accurate information on the income and family composition of the resident's household that Management will require on forms provided to resident, Management may pursue the remedies provided under the Income Qualification Program.

**B. Income Exceeds 140 Percent of Applicable Income Limit.**

If, upon annual recertification, the total income of the members of the resident's household occupying the apartment unit exceeds 140 percent of the then applicable income limitation for Qualified Households, Management may, at its sole discretion, and in addition to any other remedies of Management, (i) increase the resident's monthly rent to reflect a market rental rate and/or (ii) move the resident to a market-rate unit at the Property, if any such units exist or are available.

**C. Effective Date for Rent Adjustments**

Once rent is established, the rate shall remain in effect until the next recertification.

**X. FAIR HOUSING/CIVIL RIGHTS**

**A.** The Property is an Equal Housing Opportunity Community. As such, it adheres to all federal Fair Housing and Civil Rights laws, all state and local regulations concerning nondiscrimination in housing.



- B. The Property also adheres to the Fair Housing Act concerning nondiscrimination in housing.
- C. The Property does not discriminate based on race, color, creed, religion, sex, national origin, ancestry, age, handicap or disability of any person, familial status, the use of a guide or support animal because of the physical handicap of the user or because the user is a handler or trainer of support or guide animals or because of the handicap or disability of an individual with whom the person is known to have a relationship or association.
- D. The Property strictly adheres to these anti-discrimination laws, and the Owner agrees that the Property will be listed, shown, leased and managed in accordance with these laws.
- E. The Property does not discriminate against individuals who are not members of any sponsoring organization of the Property.
- F. The Property does not exclude an applicant with a certificate or voucher under the Section 8 Tenant-Based Assistance: Housing Choice Voucher Program (24 CFR part 982) or an applicant participating in a HOME tenant-based rental assistance program because of the status of the prospective tenant as a holder of such certificate, voucher, or comparable HOME tenant-based assistance document.

#### **XI. VIOLENCE AGAINST WOMEN ACT**

- A. Background. Violence Against Women Reauthorization Act of 2013 (VAWA) protects applicants and residents who are victims of domestic violence, dating violence, stalking or sexual assault from being denied housing, evicted, or terminated from housing assistance when the Adverse Factors leading to such denial, eviction or termination are the direct result of the domestic violence, dating violence, stalking, or sexual assault they have suffered.
- B. Notices of Occupancy Rights and Responsibilities Under VAWA: 1. Notice of Occupancy Rights. The management will provide the Notice of Occupancy Rights under VAWA to tenants, which outlines their rights and obligations under VAWA, at the following points in time:
  - When an individual is denied residency.
  - When an individual is admitted to a dwelling unit.

- With any notification of eviction (not including Notices to Pay or Quit) or termination of assistance.

**C. Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation (form HUD-5382).**

**1. Form HUD-5382.** An applicant who certifies they are eligible for VAWA status by completing form HUD-5382, Certification of Domestic Violence, may be admitted if they can demonstrate that the Adverse Factors that might otherwise prevent their admission are a direct result of the circumstances that led to their VAWA status. Adverse Factors include poor rental history, poor credit history, negative criminal background, and nonpayment of rent. It is the applicant's responsibility to adequately document that their Adverse Factors are the direct result of their VAWA circumstances. Typical documentation includes, but is not limited to, police records, medical records, and communications with creditors or landlords. The documentation must be relevant to the time frame(s) in question.

**2. Alternate Documentation.** Alternately, in lieu of the certification form or in addition to it, will accept:

- a. A federal, state, tribal, territorial, or local police record or court record, or
- b. 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, sexual assault, 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, sexual assault, or stalking has signed or attested to the documentation.

**D. Confidentiality of Information.** The identity of the applicant and all information provided to owners relating to the incident(s) of domestic violence, dating violence, sexual assault, or stalking must be retained in confidence in a separate file secured in a secured location by the management 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.

**E. All Adults Must Sign the Addendum.** All family members, 18 and over, must sign the VAWA lease addendum. The HUD-approved certification form provides notice to the applicant of the confidentiality of the form and the limits thereof.

**F. Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking.** An "Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking" has been drafted for the Property. This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan

is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that the Management Agent is in compliance with VAWA. It is available in the Management office with a list of available referral agencies.

These requirements apply to:

- a.** Accepting and processing applications;
- b.** Selecting residents from among eligible applicants on the Waiting List;
- c.** Assigning units;
- d.** Certifying and recertifying eligibility for assistance; and
- e.** All other aspects of continued occupancy.

**Date:** \_\_\_\_\_

**Resident's Name** \_\_\_\_\_

**Apartment Number** \_\_\_\_\_

## **Acknowledgement of Receipt**

I acknowledge that I have received a copy of the Resident Selection Criteria.

I acknowledge that I have received a copy of the Exhibit A – Lease Addendum – Villas at the Bluff – Community Rules.

\_\_\_\_\_

Applicant/Tenant Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Applicant/Tenant Signature

\_\_\_\_\_

Date

