

Villas at the Bluff Apartments

For Community Administrative Purposes Only:		
Date and Time Application Received:		Initial
Check if on Wait List:	<input type="checkbox"/>	
Community Name:		
Address:		
Special Needs Requests		
Requested Unit Size		
Requested Move-In Date:		

Application for Residency

**APPLICANT**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ MI \_\_\_\_\_ Date of Birth \_\_\_\_\_

Home Phone (\_\_\_\_\_) \_\_\_\_\_ Cell Phone (\_\_\_\_\_) \_\_\_\_\_ Work Phone (\_\_\_\_\_) \_\_\_\_\_  
Area Code Area Code Area Code

E-mail Address \_\_\_\_\_ Gender \_\_\_\_\_  
Male/Female

Social Security/Federal Identification Number \_\_\_\_\_

Proof of Identification \_\_\_\_\_ Identification Number: \_\_\_\_\_  
(Examples: Driver's License, Passport, etc.)

How did you hear about us? \_\_\_\_\_

Are you the Primary Applicant? \_\_\_\_\_ Is Primary Applicant Disabled? \_\_\_\_\_

**LIST WHO WILL RESIDE IN APARTMENT**

Full Legal Name	Social Security Number	Relationship to Applicant	Date of Birth
1		Head of Household	
2			
3			
4			
5			
6			
7			

Is any member of the household active duty military? \_\_\_\_ Yes \_\_\_\_ No

**RELATIVE/EMERGENCY CONTACT (Not Residing With You):**

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Home Phone Number (\_\_\_\_\_) \_\_\_\_\_ Work Phone Number (\_\_\_\_\_) \_\_\_\_\_ E-mail Address \_\_\_\_\_  
Area Code Area Code

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Closest living relative/next of kin (if different) \_\_\_\_\_

**VEHICLES**

Make	Model	Color	License #	State	Year



**RESIDENCY INFORMATION** (please include at least 2 years of prior residences)

**Present Address:** \_\_\_\_\_ Apt # \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
Area Code

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Monthly Payment \$ \_\_\_\_\_

Rent or Own? \_\_\_\_\_ Dates: From \_\_\_\_\_ / \_\_\_\_\_ To \_\_\_\_\_ / \_\_\_\_\_  
Month/Year Month/Year

Landlord/Lender Name \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
Area Code

Do you receive any rental payment assistance in the form of a voucher payment or rent subsidy?  Yes  No

**Previous Address:** \_\_\_\_\_ Apt # \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
Area Code

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Monthly Payment \$ \_\_\_\_\_

Rent or Own? \_\_\_\_\_ Dates: From \_\_\_\_\_ / \_\_\_\_\_ To \_\_\_\_\_ / \_\_\_\_\_  
Month/Year Month/Year

Landlord/Lender Name \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
Area Code

Do you receive any rental payment assistance in the form of a voucher payment or rent subsidy?  Yes  No

**Additional Previous Address:** \_\_\_\_\_ Apt # \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
Area Code

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Monthly Payment \$ \_\_\_\_\_

Rent or Own? \_\_\_\_\_ Dates: From \_\_\_\_\_ / \_\_\_\_\_ To \_\_\_\_\_ / \_\_\_\_\_  
Month/Year Month/Year

Landlord/Lender Name \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
Area Code

Do you receive any rental payment assistance in the form of a voucher payment or rent subsidy?  Yes  No

**PETS**

Name	Type	Gender	Mature Weight (lbs.)	Breed	Color	Age

**NOTE:** Keeping of pet or animal requires consent of management, payment of applicable fees/deposits, and execution of Pet/Animal Addendum. In specific circumstances, certain animals may be kept for limited purposes pursuant to Landlord's policies, such as animals used for individuals with disabilities and official police dogs. For further details, please refer to Landlord's pet and community policies.

**Disclosures**

The Civil Rights Act of 1968, as amended by the Fair Housing Act Amendments of 1988, prohibits discrimination in housing based on race, color, national origin, religion, sex, handicap, or familial status. The management of this property is committed to complying with the letter and spirit of the laws which provide an equal housing opportunity to all. The federal agency which administers compliance with the fair housing laws is the United States Department of Housing and Urban Development.





## ASSETS

Type of Asset	Source/Bank	Balance or Cash Value
Checking Account		\$
Savings Account		\$
CD - IRA		\$
Whole Life Insurance Policy		\$
Universal Life Insurance Policy		\$
Real Estate Property		\$
Other		\$
Other		\$

## ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

Have you disposed of any assets for less than fair market value in the last two years?  Yes  No

If yes, list the asset(s) you disposed of, the date of disposition, the fair market value and the amount received:

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## MEDICARE - MEDICARE PART D

Do you have Medicare?  Yes  No

Do you have Medicare Part D?  Yes  No

## MEDICAL EXPENSE (OUT OF POCKET)

Type of Expense	Name and Phone Number of Doctor Medical Provider or Pharmacy	Amount Paid Within Last 12 Months
Doctor		\$
Hospital		\$
Medical Provider		\$
Health Care Insurance		\$
Pharmacy		\$
Other		\$
Other		\$
Other		\$

## SCHOOL STATUS

Are you currently enrolled as a full time student (of higher education)? \_\_\_\_ Yes \_\_\_\_ No

Are you currently enrolled as a part time student (of higher education)? \_\_\_\_ Yes \_\_\_\_ No

If you are a full or part time student, complete the following:

Are you a veteran of the U.S. Armed Forces? \_\_\_\_ Yes \_\_\_\_ No

Are the members of the household married and file a joint federal tax return? \_\_\_\_ Yes \_\_\_\_ No

Is the head of household a single parent with children and neither the parent nor the children is the dependant of another individual? \_\_\_\_ Yes \_\_\_\_ No

Are you living with a parent/parents or guardian who is income eligible for the Section 8 program? \_\_\_\_ Yes \_\_\_\_ No

Are you over the age of 23 with dependant children? \_\_\_\_ Yes \_\_\_\_ No

Were you receiving assistance for a disability as of November 30, 2005? \_\_\_\_ Yes \_\_\_\_ No

Does at least one member of the household receive assistance under Title IV of the Social Security Act (for example, payments under AFDC)? \_\_\_\_ Yes \_\_\_\_ No

Is at least one member of the household currently enrolled in a job-training program that receives assistance under the Job Training Partnership Act (JTPA) or is funded by a state or local public agency? \_\_\_\_ Yes \_\_\_\_ No

Name of School: \_\_\_\_\_ Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Source of grant: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_



**Background Information and Consent to Consumer Report and Background Check**

**Any unanswered "yes" or "no" question shall result in the denial of your application.**

Have you or any member of your household ever been convicted of or pled guilty or "no contest" to any felony?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

Have you or any member of your household ever been convicted of or pled guilty or "no contest" to a sexual offense?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

Have you or any member of your household ever been listed on a registry of sexual offenders?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

Have you or any member of your household ever been convicted of or pled guilty or "no contest" to any drug-related criminal offense?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

Are you or any member of your household a Specially Designated National or other Blocked Person designated by the United States government as a person who commits or supports terrorism or is involved in international narcotics trafficking?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If yes to any of the above questions, please explain, providing the location, date and nature of the offense:

\_\_\_\_\_  
\_\_\_\_\_

**I have read the foregoing and certify that the information herein is TRUE and CORRECT and that this application is submitted for the purpose of inducing approval of this application on my behalf.**

By signing this application, I authorize Landlord or agent for Landlord to verify any information contained herein. Any "yes" response to the personal and criminal history questions above, or any false statement on the application, will lead to the rejection of my application and/or immediate termination of my lease. Further, if I subsequently am involved in conduct which would result in a "yes" response to any of the questions set forth above (even after I sign the lease and take possession of the apartment unit), I understand that Landlord may terminate the Lease.

This is to inform applicant that, as part of Landlord's procedure for processing applicant's application, an Investigative Consumer Report may be prepared whereby information is obtained through personal interviews with applicant's landlord, employer, or others with whom applicant is acquainted. This also is to inform applicant that, as also set forth in the lease applicant will execute if applicant's application is approved by Landlord, similar Investigative Consumer Reports may be prepared in the future after applicant has executed the lease and become a resident or has vacated the property which is the subject of this agreement. These inquiries include information as to applicant's character, general reputation, personal characteristics, mode of living and credit report. The federal Fair Credit Reporting Act requires Landlord to provide to applicant additional information about the nature and scope of the investigation if applicant provides Landlord with a written request within a reasonable time. Landlord has attached a summary of applicant's rights under the Fair Credit Reporting Act.

I authorize the Delta Housing Authority/Villas at the Bluff ("DHA/VATB"), or its agent, attorney or assign to order and review one or more consumer reports relating to me (including, but not limited to, credit history, rental history (including with other properties owned by property owners affiliated with Landlord), and criminal history). I further authorize DHA/VATB, its agent, attorney or assign to order or prepare, and review, investigative consumer reports relating to me. I understand and authorize DHA/VATB, its agent, attorney or assign to continue to obtain or prepare consumer reports and investigative consumer reports on me both during the duration of any lease or agreement I may enter into as a result of this application and at any time thereafter, including for the purposes of collection of amounts I may owe under any lease or other agreement. I further authorize and direct all employers, financial institutions, banks, creditors, residential managers/landlords to release any and all information relating to me to DHA/VATB or its agent, attorney or assign. I acknowledge that I have received a summary of my rights under the Fair Credit Reporting Act.

I further authorize DHA/VATB to obtain and use consumer report information relating to me (including, but not limited to, a credit score) for the purpose of conducting research into statistical credit models and evaluating the performance of various scoring models and sources of consumer reporting information, including, but not limited to, criminal conviction and skip tracing/eviction databases.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Application Signature Page**

**Applicant Signature (Head of Household)** \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

**Applicant Signature** \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

**Applicant Signature** \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

**Manager Signature** \_\_\_\_\_

Date \_\_\_\_\_

**PENALTIES FOR MISUSING THIS CONSENT:**

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper use of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the **\*\*Social Security Act at 208 (a) (6), (7) and (8).** Violation of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).\*\*

**DHA/VATB** does not discriminate on the basis of handicapped status in the admission or access to, or treatment or employment in, its federally assisted programs and activities.



## A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you -- such as if you pay your bills on time or have filed bankruptcy -- to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. 1681-1681u, at the Federal Trade Commission's web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

**You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take action against you -- such as denying an application for credit, insurance, or employment -- must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.

**You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.

**You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs -- to which it has provided the data -- of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.

**Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified. If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.

**You can dispute inaccurate items with the source of the information.** If you tell anyone -- such as a creditor who reports to a CRA -- that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.

**Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.

**Access to your file is limited.** A CRA may provide information about you only to people with a need recognized by the FCRA -- usually to consider an application with a creditor, insurer, employer, landlord, or other business.

**Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.

**You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.

**You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

The FCRA gives several different federal agencies authority to enforce the FCRA:

FOR QUESTIONS OR CONCERNS REGARDING:	PLEASE CONTACT:
CRA's, creditors and others not listed below	Federal Trade Commission Consumer Response Center -- FCRA, Washington, DC 20580 1-877-382-4367 (Toll-Free)
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6, Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs, Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Programs, Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street, Alexandria, VA 22314 703-518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs, Washington, DC 20429 800-934-FDIC
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management, Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator -- GIPSA, Washington, DC 20250 202-720-7051





**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**



**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 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 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 the 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.

#### **A. 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 or 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 households 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 households 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 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.
  - iii. Management may continue to obtain or prepare consumer reports and investigative consumer reports on the applicant both during the duration of any lease or agreement the applicant may enter into as a result of this application and at any time thereafter.
- e. Written verification of income, assets, dependents, and eligibility will be required from third parties for all applicants. All documentation must be dated within 120 days of move-in. The household must sign new consent release forms so that such documentation may be updated. If the household fails to sign the requested consent release forms, the application will be rejected.

#### D. Procedures for Rejecting Ineligible Applicants

- a. Reasons for Rejection
  - i. Failure to meet any requirements with regard to income limits, household definition and household composition as set forth in the Income Qualification Program.
  - ii. History of violence as evidenced by previous landlords' verification(s), record(s) of arrest and/or conviction(s);
  - iii. Failure to pay the deposit prior to move-in.
  - iv. History of drug or alcohol abuse as evidenced by previous landlords' verifications(s), record(s) of arrest and/or conviction(s), and no current rehabilitative services;
  - v. History of rent arrears or poor rental background as evidenced by previous landlords' verification(s) and/or the credit report;
  - vi. Unfavorable credit score;
  - vii. Refusal to sign any required verification form for the release of information required to provide eligibility and/or rent calculation;
  - viii. History of lease violations as evidenced by previous landlords' verification(s);
  - ix. Unable to document all Social Security numbers or execute a certification when numbers have not been assigned;
  - x. Fraud in connection with any state or federal housing assistance program or been evicted from any residence for drug-related criminal activity within the last five years.
- b. Rejection Notices
  - i. Applicants rejected will be notified in writing.

- 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 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 at 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 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 upon

30 days' written notice from each representative 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 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. 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.

- 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 ANY MEMBERS FROM A HOUSEHOLD**

1. Only those persons listed on the most recent certification form and Lease shall be permitted to occupy the dwelling unit.
  - a. 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 waitlist.
    - 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.
  - b. 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 the age of 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 shall 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 \$38.00 in 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, 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 inspection.

### **VI. OCCUPANCY STANDARDS**

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

- 1-2 persons 1 Bedroom;**
- 1-4 persons 2 Bedrooms;**
- 2-6 persons 3 Bedrooms;**

### **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**