

Nativity B.V.M. Place Senior Housing

TENANT SELECTION PLAN

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PREFACE

Nativity B.V.M. Place Senior Housing is owned by Catholic Health Care Services., a Pennsylvania corporation organized and operated for a particular non-profit, charitable purpose: to provide housing for individuals and families of limited means who are over 62 years of age or who are physically disabled, as defined in two particular programs of the United States Department of Housing and Urban Development (HUD) - Section 202, which controls the use of the facility, and Section 8, which deals with rental subsidies for those who meet certain income limitations. This facility is managed by Presby's Inspired Life (Philadelphia Presbytery Homes, Inc.).

The apartment building and its corporate owner and operator admit residents and employ staff without regard to race, color, national origin, disability (except as a qualification for housing program eligibility), religion, familial status, sex or sexual preference or gender identity.

The apartment building was opened in 2012. Its 63 units are one-bedroom.

Rent is subsidized. Tenants' rental payments are limited to 30% of a family's adjusted monthly income or 10% of monthly gross income, whichever is greater. Income is calculated on the basis of HUD regulations and directives, not those that would be applied by the IRS to determine taxable income.

Nativity B.V.M. Place Senior Housing is an apartment building, not a licensed facility. The apartment building and its housing program are designed for eligible individuals and/or families who can meet the terms and conditions of the standardized form of lease.

Nativity B.V.M. Place Senior Housing does not provide, nor has it the authority to provide, any care or supervision services, nor has it the authority or resources to accept or retain residents who demonstrate an intent to rely on Nativity B.V.M. Place Senior Housing for any of these types of services, as opposed to relying on their own initiative and resources to satisfy these needs (see Live-in Aide Policy and Requirements, below). Furthermore, Nativity B.V.M. Place Senior Housing does not make direct or indirect provision of services by medical professionals, non-professional health or personal care, or personal care aides, nor does it plan or promises to make available in the future any services to its tenants which it does not presently provide on a regular basis.

Nativity B.V.M. Place Senior Housing abides by a policy of drug- and criminal activity-free residency. To that end, every effort will be made to admit only those applicants who are free from drug use and criminal activity. Every effort will be made to cooperate with law enforcement officials to reach and maintain our goal of a drug- and criminal activity-free property.

Throughout this tenant selection plan there are references to a regulatory manual that, more than any other single authority, establishes specific, detailed directions for matters addressed in this document. That regulatory manual is entitled "Occupancy Requirements of Subsidized Multifamily Housing Programs." It is also known by its numerical name, HUD Handbook 4350.3 REV-1 (5/03). When referred-to in this document, expect to see its shortened name: the "Multifamily Handbook." For further information on this subject, see the par of this tenant selection plan entitled "Legal Underpinnings."

This tenant selection plan frequently refers to "management" or some variation of that word ("manager" or "management agent" or "managing agent") to mean the entity responsible for operating the facility. HUD regulatory materials typically refer to this entity as the "owner," but even when projects are owner-operated, the owner is perceived as acting in a management capacity. Regardless of the particular word used, the terms "management" (and its variants) and "owner" should be treated as substantially equivalent and interchangeable, unless the context clearly requires otherwise. Also, for convenience, Nativity B.V.M. Place Senior Housing is frequently referred to as "the apartment building" or "the facility."

AN OVERVIEW OF THE APPLICATION AND ADMISSIONS PROCESS

The process of being admitted to residency at Nativity B.V.M. Place Senior Housing has four separate components (actually five, considering that the eligibility component has two distinct parts):

- I. Meeting the **eligibility requirements**, of which there are two categories:
 - (a) **project eligibility**, which depends on whether applicant qualifies because the applicant is suitable for the population served by, the unit sizes and configurations of and occupancy standards of the apartment building, and
 - (b) **program eligibility**, which depends on an applicant's falling within certain income limitations.
- II. Satisfying tenant **screening** criteria to determine the likelihood that applicants will be able to fulfill their obligations under their leases and the facility's residential rules and regulations and other policies;
- III. Fitting within the facility's **occupancy** standards and guidelines designed to assure the eligible individuals and families are placed in apartment units which, as they become available, are of the appropriate size for the particular individual or family, taking into account that not less than 40% (2 out of 5) of the units that become newly available are reserved for those whose income does not exceed 30% of the area median income (as defined by HUD).
- IV. Executing a **lease** agreement and moving into an apartment unit.

PROJECT ELIGIBILITY

The scope of persons eligible for application for residency at Nativity B.V.M. Place Senior Housing is fixed by federal laws and regulations, by a certain agreement between the nonprofit owner and HUD called a Regulatory Agreement and by building and programmatic design limitations. Provided that they also meet the applicable income (and asset) limitations, two types of individuals or families are deemed eligible to apply for residency:

- Those defined as an **elderly family**:

- a) Families of two or more persons the head of which (or his or her spouse) is 62 years of age or older;

- b) The surviving member(s) of a family described in (a), above, living in the unit at the time of death of such family head;
- c) A single person who is 62 or older, or
- d) Two or more elderly persons living together, or one or more such persons living with another person who is determined by HUD, based upon a licensed physician's certificate provided by the family, to be essential to their care and well-being (i.e., a live-in aide).

In addition to those defined as "elderly", the apartment building serves families of one or more who may or may not be under the age of 62 (but in any event 18 or older) and who are determined to have a **physical disability** which...

- is expected to be of long-continued and indefinite duration;
- substantially impedes his or her ability to live independently; and
- is of a nature that such ability could be improved by more suitable housing conditions.
- 10% of the units that are accessible are restricted to elderly/non-elderly who need accessibility features. Non-Elderly handicap tenants must need the features of an accessible unit and must only be housed in the units with those features.

Those defined as a physically disabled family include...

- a) Families of two or more persons the head(s) of which (or his or her spouse) has a physical disability;
- b) The surviving member of a family described in (a), above living in the unit at the time of the death of the individual(s) whose physical disability gave rise to eligibility to reside in the building.

PROGRAM ELIGIBILITY: INCOME AND OTHER LIMITATIONS

An individual or tenant household (family) must have income which does not exceed 50% of the area median income (as defined by HUD) to be generally eligible. This 50% limitation is called the "very low income" requirement. There are no exceptions to the limitation. Also, not less than 40% (2 out of 5) of the units that become newly available over the course of an operating year are reserved for those whose income does not exceed 30% of the area median income (as defined by HUD). This available unit reservation aspect is intended to assure that the Apartments serves individuals and families identified by HUD as being of "extremely low income."

Note: The facility and its charitable owner make a pointed effort to target occupancy opportunities to individuals of extremely low income. See "Extremely Low Income Waiting List."

Establishing basic project and program eligibility is only the first step. There are other criteria that must be met before acquiring a right to occupy an available apartment unit. Plus, eligibility

must be maintained during tenancy. Tenants must demonstrate continuing eligibility for occupancy during the periods of their tenancies. Here is a selection of certain key initial and ongoing requirements upon which occupancy rights and/or assistance entitlements are or may be based:

- A. The family's annual income must not exceed program limits.
- B. Applicants must disclose social security numbers (see that heading, below).
- C. All adults in each family must sign an Authorization for Release of Information prior to receiving assistance and annually thereafter.
- D. The apartment unit for which the family is applying must be the family's only residence.
- E. Applicants must agree to pay the rent (portion) required of them.
- F. Only U. S. citizens and eligible noncitizens may receive assistance.
- G. All information reported by the family is subject to verification, including third party verification.

Determining Income and Tenant Rent

The process of determining applicant's income is described in detail in Chapter 5 of the Multifamily Handbook. In essence, it boils down to three phases: (1) calculating income from income sources and assets, (2) subtracting deductions to arrive at adjusted income, and then (3) undertaking and documenting verification of the data. After adjusted income is determined, the amount that a tenant is to pay monthly for a suitable unit (called "tenant rent") is determined. This process is described in Section 4 of Chapter 5 of the Multifamily Handbook.

VERIFICATION OF ELIGIBILITY: CERTAIN ISSUES

Eligibility and Noncitizens

Generally

Below are six principles respecting eligibility and noncitizens which HUD deems of key significance:

1. Eligibility for rental assistance is restricted to U.S. citizens or nationals and noncitizens who have eligible immigration status as determined by HUD.
2. All applicants for assistance must be given notice of the requirement to submit evidence of citizenship or eligible immigration status at the time of application. The entity responsible for receiving the documentation, where possible, must arrange to provide the notice in a language that is understood by the individual if the person is not proficient in English.
3. All family members, regardless of age, must declare their citizenship or immigration status.
4. Noncitizens (except those age 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. Noncitizens 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 of citizenship.

5. **Mixed Families:** A family with one or more ineligible family members and one or more eligible family members may receive either prorated assistance, continued assistance, or a temporary deferral of termination of assistance.

6. **Students:** To be eligible for Section 8 assistance, an applicant who is a student, is under 24 years of age, is not a veteran, is unmarried and does not have a dependent child, both the applicant's parents must meet the applicable income limits, except as discussed in HUD's Guidance on the Student's Eligibility Rule. Legislation enacted after HUD's guidance was issued excluded students who are persons with disabilities and who were receiving Section 8 assistance as of November 30, 2005 from having to include their parents' income.

Administration of Restriction on Assistance to Noncitizens.

Owners and their management agents are responsible for administering the restriction on assistance to noncitizens in accordance with regulations. When administering the restriction, the owner or manager must treat all applicants equally, applying the same noncitizen rule procedures without regard to race, color, national origin, sex, religion, disability, or familial status, and must otherwise comply with the nondiscrimination requirements that would apply were the noncitizens citizens or nationals. For this facility, management administers the restriction from its corporate headquarters in Lafayette Hill, Pennsylvania.

Notice to Applicants

1. Management must give each applicant, at the time of application, notice of the requirement either to submit evidence of citizenship or eligible immigration status or to choose not to claim eligible status. The notice must:

a. state that financial assistance is contingent on submission and verification of citizenship or eligible immigration status;

b. describe the type of evidence that must be submitted;

c. give the time period in which evidence must be submitted; and

d. state that assistance may be prorated, denied, or terminated if any or all family members are determined ineligible for assistance.

2. Management may notify families that they are eligible for assistance, or for partial assistance, as a mixed family.

3. Management must notify families in writing if they are found to be ineligible based upon citizenship or immigration status.

Required Documentation

1. Management must obtain (applicants must supply to management) the following documentation for each family member, regardless of age:

a. From U.S. citizens, a signed declaration of citizenship. Management may require verification of the declaration by requiring presentation of a U.S. birth certificate or U.S. passport.

b. From noncitizens 62 years and older, a signed declaration of eligible noncitizen status and proof of age;

c. From noncitizens under the age of 62 claiming eligible status:

(1) A signed declaration of eligible immigration status;

(2) A signed consent form; and

(3) One of the DHS-approved documents designed for this purpose (DHS = Department of Homeland Security)

2. Noncitizens not claiming eligible immigration status may elect to sign a statement that they acknowledge their ineligibility for assistance.

Verifying Information on Immigration Status

Utilizing special software made available by HUD, management will verify the validity of documents provided by applicants or tenants. Use of the software provides automated status verification when the information is contained in the Alien Status Verification Index (ASVI) database. It also automates the paper secondary verification process, which eliminates in most instances the completion of the paper Form **G-845S**. If management is unable to obtain the results using the automated primary and secondary verification method, then management must attempt to obtain results using the secondary verification paper process.

1. Primary verification.

a. Management must conduct primary verification of eligible immigration status only for persons claiming eligible immigration status.

b. Managers must conduct primary verification through the SAVE ASVI database, the Department of Homeland Security (DHS) automated system.

c. After accessing the ASIV database, the Manager will enter the required data fields. The personal computer system will display one of the following messages for immigration status confirmation on the screen:

- (1) Lawful Permanent Resident
- (2) Temporary Resident
- (3) Conditional Resident
- (4) Asylee
- (5) Refugee
- (6) Cuban\Haitian Entrant
- (7) Conditional Entrant

2. Secondary verification. If the message "institute secondary verification" is displayed on the screen, the manual verification process must be used.

a. Within 10 days of receiving an "Institute Secondary Verification" response, the owner must prepare DHS **Form G-845S**, *Document Verification Request*. Management must send DHS Form G-845S and photocopies of the DHS documents submitted by the applicant to the DHS office serving the property's jurisdiction.

b. The DHS will return a copy of DHS Form G-845S indicating the results of the automated and manual search.

Appealing Determinations of Ineligibility

1. Management must notify the family in writing as soon as possible if the secondary verification process returns a negative result. The family has 30 days from receipt of the notice to choose on option shown in the notice.

2. The family may appeal the owner's decision directly to the DHS. The family must send a copy of the appeal directly to the owner. The DHS should respond to the appeal within 30 days.

3. Results:

a. If the DHS decision results in a positive determination of eligibility, the owner can provide the family with housing assistance.

b. If the DHS decision results in a negative determination of eligibility, the family has 30 days to request a hearing with the owner.

See, generally, 3-12 of the HUD Multifamily Handbook, 4350.3, REV-1.

Eligibility of Students for Section 8 Assistance

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

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

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

assistance; and

h. Is not individually eligible to receive Section 8 assistance **and** has parents (the parents individually or jointly) who are not income eligible to receive Section 8 assistance. (See paragraph 3-33 for verifying parent's eligibility.)

For a student to be eligible independent of his or her parents (where the income of the parents is not relevant), the student must demonstrate the absence of, or his or her independence from, parents. While owners may use additional criteria for determining the student's independence from parents, owners must use, and the student must meet, at a minimum **all** of the following criteria to be eligible for Section 8 assistance. The student must:

- a. Be of legal contract age under state law;
- b. Have established a household separate from parents or legal guardians for at least one year prior to application for occupancy, **or** Section 1: Program Eligibility 4350.3 REV-1 Meet the U.S. Department of Education's definition of an independent student. (See the Glossary for definition of Independent Student);
- c. Not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations; and
- d. Obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support. This certification is required even if no assistance will be provided.

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

If an ineligible student is a member of an applicant household or an existing household receiving Section 8 assistance, the assistance for the household will not be prorated but will be terminated in accordance with the guidance in paragraph 8-6 A.

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

Disclosure of Social Security Numbers

SSN Requirements

Effective January 31, 2010, all household members must provide:

- The complete and accurate SSN assigned to each member of the applicant's household and
- Documentation necessary to prove that the Social Security Number is accurate (verification)

For eligibility purposes, the requirement to disclose a Social Security Number is waived if no Social Security Number has been assigned and:

- A household member is 62 or older as of January 31, 2010 and eligibility determination started before January 31, 2010
- A household member is an ineligible non-citizen. This household member does not qualify for assistance therefore household assistance will be prorated.

If a household member is under the age of six, **and does not have a Social Security Number**, the applicant household will have 90 days to provide the Social Security Number and adequate documentation that the Social Security Number is accurate. Under certain circumstances, the owner/agent may provide an additional 90 days to allow the resident to obtain Social Security Number information in accordance with HUD requirements.

The owner/agent must deny and/or terminate HUD assistance, in accordance with the provisions governing the program, if the assistance applicant does not meet the applicable SSN disclosure, documentation, and verification requirements.

The Social Security Number provided will be compared to the information recorded in the Social Security Administration database (through HUD's Enterprise Income Verification System) to ensure that the Social Security Number, birth date and last name match. If EIV returns an error that cannot be explained or resolved, assistance and/or tenancy may be terminated and any assistance paid in error must be returned to HUD. If the applicant/resident deliberately provides an inaccurate Social Security Number, the owner/agent and/or HUD may pursue additional penalties due to attempted fraud.

Tenant's Obligation to Repay; Fraud.

Errors and Omissions

If, through no fault of the owner or management, an applicant for tenancy or a tenant submits false or incomplete information on any application, certification or request for certification or recertification or interim adjustment, or does not report interim changes in family income or other factors bearing upon an applicant's eligibility or a tenant's continuing eligibility or tenant rental payment amount, the applicant or tenant, once aware of the error or omission, is obligated to bring the error or omission to the attention of management.

If, as a result of an error or omission of the kind described above, an applicant is granted a right which the applicant would not have been granted but for the error or admission, or a tenant is charged a tenant rent amount less than the amount required by HUD's rent formulas, the applicant or the tenant (as the case may be) is obligated to relinquish or restore or repay any such benefit. The owner and the management agent, acting in an even-handed, nondiscriminatory manner, have discretion to determine the process by which benefits are to be relinquished or restored, or benefits repaid.

Fraud

HUD defines fraud as *knowingly* giving the owner or management agent false, incomplete or inaccurate information regarding income or other factors considered in determining a person's eligibility for occupancy and rental assistance and the amount of tenant rent a new or existing tenant is to pay. Fraud of this type is deliberate and intentional conduct of a criminal nature which is punishable by fines up to \$10,000 and imprisonment for up to five years.

If the owner or the management agent believes that an applicant or a tenant has committed fraud, landlord shall give such individual(s) written notice stating why the owner (or managing agent) believes that the applicant or the tenant has intentionally submitted false, incomplete or inaccurate information, and shall accord an applicant or a tenant a reasonable opportunity to respond to the notice within 10 days of service of the notice.

The fraud notice shall recite these fraud provisions or enclose a copy of this section of the Tenant Selection Plan, and shall advise the person to whom it is directed that he or she may respond (a) in writing, (b) by making an appointment to meet with management or (c) doing both, within 10 days of service of the notice.

The owner and its management agent have broad discretion to deal with matters involving intentional misrepresentations in a variety of ways, but that discretion is not unlimited. Owners and their management agents must act in a way that is objective, reasonable and even-handed, as well as nondiscriminatory. Furthermore, nothing in this Tenant Selection Plan should be deemed as diminishing any person's due process rights (including those contained in a tenant's lease).

HUD requires that owner and owner's management agent consider, in appropriate cases, referring the matter to the U.S. Attorney or local prosecuting attorney for prosecution.

THE SCREENING PROCESS

Applicants may obtain an application by coming to the Management Office or requesting one by mail. Completed applications must be submitted to the Management Office (via mail or in person). Applicants must fully and truthfully complete application forms and must also sign various consent forms that will allow staff to verify from third *parties* all factors which affect: (a) the applicant's eligibility, (b) the amount of rent to be paid and (c) the subsidy to be received. The information sought and the forms used to acquire the information are all specified by applicable HUD regulations and directives. All individuals who are to reside in the apartment unit (regardless of age) must be listed in the application, and all adult members of the family must:

- Have an acceptable credit history, as reported by a credit bureau and/or by any credit references listed on the application.
- Show ability to meet financial obligations in a satisfactory manner, and on time.
- Have good/acceptable references from current and last previous landlord (if current situation has lasted less than five years), and be free of a history of adverse action by landlords.
- Demonstrate a history of satisfactory housekeeping habits.
- Be free of a history of criminal activity as reported by a criminal history check where criminal activity reported is of a kind which would tend to threaten the health or safety of the other tenants or of the owner's or management agent's officers, staff members, agents, contractors or invitees (guests), or which would threaten the peaceful enjoyment of their apartment units by other tenants.
- Not be an illegal user of a drug/controlled substance.

- Be free of a history of having guests who are users or traffickers of illegal drugs or controlled substances.
- If applicant is a non-citizen seeking to demonstrate entitlement to subsidy in accordance with HUD's policy respecting non-citizen applicants, he or she must satisfy the requirements described in "Eligibility and Noncitizens," above.

EIV Screening

“All Applicants MUST disclose if they are currently receiving HUD housing assistance. The owner/agent will not knowingly assist applicants who will maintain a residence in addition to the HUD-assisted unit.

An Existing Tenant Search Report will be obtained for all members of applicant households, as part of the final screening process prior to offering them a unit, to see if they are listed as currently living in other HUD-assisted sites.

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) 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.”

Screening Process Rejection Criteria

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

- Not eligible for matters related to disability (including lack or insufficiency thereof).
- Not eligible because applicant exceeds income limits.
- Unsatisfactory credit history.
- Submission of false or untrue information on the application, or failure to cooperate in the verification process.
- Negative references from current or previous landlords listed on the application.

- Failure to sign designated or required consent to verification or other essential forms and/or documents upon request.
- Inability to pay the security deposit at move-in.
- The applicant has been evicted from other subsidized housing, or has a history of being subject to adverse action in landlord/tenant proceedings.
- The applicant has been offered a housing unit, and for other than a verified medical reason, has refused to take the unit offered.
- This will not be the applicant's only residence.
- The applicant is unable to demonstrate that he or she is capable of fulfilling the lease agreement, with or without assistance.
- The applicant has an unacceptable history of criminal activity of a type that would threaten the health, safety or right to peaceful enjoyment of their apartment units of other occupants of the building.
- The applicant has an unacceptable history of criminal activity of a type that would threaten the health or safety the owner or management agent or their staff members, agents, contractors or invitees.
- The applicant, within the past 36 months, has been evicted from federally-assisted housing for drug-related criminal activity; provided, however, that owner or management agent has the discretion to relax this requirement to the extent that applicant has since successfully completed a drug rehabilitation program.
- The owner or management agent has determined that there is reasonable cause to believe that the behavior of applicant or a member of the applicant's household, stemming from abuse or a pattern of abuse of alcohol, may interfere with the health, safety and right to the peaceful enjoyment of their apartment units and the apartment building by other residents.
- Other screening process rejection criteria listed or described in Subpart I of Part 5 of 24 CFR.
- The applicant currently uses an illegal drug/controlled substance, or the applicant's household has a member(s) (who could be applicant) who is currently engaged in illegal use of drugs or for which the owner has reasonable cause to believe that a member's illegal use or pattern of illegal use of a drug may interfere with the health, safety and right to peaceful enjoyment of the property by other residents.
- The applicant has a history of unsatisfactory housekeeping habits.
- If a noncitizen, the applicant is unable to produce verification that he or she fits one of the groups that is entitled to rental subsidy.
- The applicant has a history of entitlement fraud.

Guidelines for Exercising Discretion in Screening

Suggested guidelines and standards for use by owners and management agents in making screening determinations involving applicants raising issues of drug abuse, other criminal activity or, in certain cases, alcohol abuse, are contained in 24 CFR 5.851 (“*What authority do I have to screen applicants and evict tenants?*”) and 24 CFR 5.852 (“*What discretion do I have in screening and eviction actions?*”).

Rejection Procedures

When an applicant is rejected or deemed ineligible, the applicant will be promptly notified by sending a rejection letter. This letter will include the reason(s) for rejection or ineligibility and advises the applicant of his/her right to request an appeal hearing within (14) days in receipt of rejection letter.

If an applicant requests an appeal hearing, Management will schedule a meeting within a reasonable period of time. The meeting will be held by the Manager and a disinterested third party who did not participate in the rejection decision.

After the meeting, the applicant must be notified, in writing, within five (5) business days of the final decision to either uphold or reverse the rejection. All of this material (original application, rejection letter, memo of applicant’s request for a meeting, summary of the meeting and final determination) must be kept for three (3) years, confidentially, in the facility’s files.

The Suitability Standard

As part of the screening process, an applicant must demonstrate that he or she will be able to fulfill, on a day-to-day basis, the terms and conditions of the lease. Tenants must be able to carry on their daily lives without depending upon management for things other than their housing needs.

As stated in the Preface, Nativity B.V.M. Place Senior Housing does not provide any type of care requiring licensure under any health care or public welfare law or regulation, does not make any direct or indirect provision of health-related services by medical or healing arts professionals, or by nursing or personal care or service staff or aides. Nativity B.V.M. Place Senior Housing does not promise to assist any tenant with any of the following personal activities of daily living: housework, shopping, meal preparation and clean-up, laundry, taking medications, money management, transportation, correspondence, telephoning, dressing, feeding, toileting, bathing, transferring, mobility and associated tasks, taking safety precautions, communications and planning and decision-making.

THE WAITING LISTS

An applicant who appears to qualify after preliminary review of the applications, but before any information is formally verified, and for whom a unit is not currently available, will be placed on the waiting list maintained for the particular type or size of unit for which applicant’s proposed family is the appropriate size under this occupancy policy. Placement on the waiting list is done on a first-received, first reviewed basis. An applicant on the waiting list is required to contact the management office every six (6) months to update the application information and, when necessary, to complete a revised application form. This contact may be initiated by management in the form of a routine letter/postcard, sent to all applicants on the waiting list, requesting updated information, asking if they wish to remain on the waiting list and stating that if the letter is not responded to within 30 days, his, her or their name will be dropped from the general waiting list without further notice.

Extremely Low Income Waiting List Enrollees

Individuals and households of extremely low income are placed on the waiting list specially identified to assure that at least 40% (2 out of 5) waiting list units that become available in the course of an operating year are available for them. Such applicants may be admitted to occupancy to a unit ahead of individuals/families not of extremely low income even though who may have applied earlier and would otherwise be admitted to occupancy prior to the extremely low income applicants. Extremely low income applicants ride a different waiting list stream than the other applicants; a stream that moves at a different speed. Essentially, they are put on a list within a list.

Closing a List

A waiting list may be closed to any further applicants when the average wait for a unit or units (for that waiting list) is expected to exceed at least one (1) year.

In specific instances, when the number of names/families on the waiting list for any particular size/type of unit exceeds the annual apartment turnover for that size or type of unit, the waiting list for that size/type may be closed.

When waiting lists are closed, a notice is posted in the management/rental office or reception area, stating that the waiting list (for that size/type of unit) is closed and no applications will be accepted. Also, notice of the closing of the list for type of unit in question (if the facility has more than one type of unit) is advertised in the same manner as notices for re-opening a list as described in the section immediately below called "Re-opening the List." The list-closing notice must state the reasons for management's refusal to accept additional applications.

Re-opening the List

If a waiting list is to be reopened, notice of this fact will be sent in accordance with the facility's Affirmative Fair Housing Marketing Plan placed in one or more newspaper of general circulation, and also sent to certain social service agencies (including agencies for elderly and disabled as well as community agencies) stating when the waiting list will be re-opened, coupled with times during which applications will be taken.

When an Applicant Refuses a Unit

An applicant will be offered a unit for which the family is the appropriate size. If they decline they will retain their position on the waiting list and will be offered the next appropriately sized unit. If the applicant refuses the second offered apartment, he/she/they will be moved to the bottom of the waiting list.

GENERAL OCCUPANCY POLICY

Introduction

This occupancy policy is intended to enable site managers to determine, on a fair and nondiscriminatory basis, whether a family/household is or is not an appropriate or legal size either for the unit to which the family/household is applying or which it is already in, and to take

appropriate action relative to such situations of miss-match between family/household and the unit in question. This Policy also addresses situations where unit layout may be inappropriate even though the size of the unit appears compatible.

Unit Assignment

As a general proposition, the management agent makes the unit assignment based upon occupancy standards and resident preference.

However, there may be instances when an applicant, by virtue of particular circumstances at the facility, is accorded a choice among units of different sizes or configurations. One example is a situation where all units of the appropriate size are filled, and management determines, based upon historical turnover rates, that more than 60 days is likely to elapse before the remaining units of the group of larger available units are occupied by tenants/families of the appropriate, larger size.

The Basic Standard

HUD leaves it to owners and managers of Section 202 apartment buildings to establish occupancy standards. The general rule is that there not be more than two persons per designated bedroom, and one person per efficiency:

<u>Type</u>	<u>Baseline Maximum</u>
One-bedroom	2
Two-bedroom	3

When assigning units, every individual listed on Form 50059, the application form or in the lease is counted as part of the tenant family. Live-in aides are also counted as part of the tenant household.

Exceptions to the Basic Standard

Here two examples of exceptions to the basic standard:

1. Space-taking Disability. Disabilities may give rise to special needs that require additional space to be accommodated.
2. Inappropriate Bedroom Mix. Occupancy will tend to be inappropriate, irrespective of the number in the family/household, if such involves an inappropriate bedroom mix. An inappropriate bedroom mix may consist, for example, of unrelated adults. Also, children should not share a bedroom with their parents, but children of the same sex should share a bedroom.

Transferring to a Different Unit

If an internal transfer list exists, transfers will be conducted on a rotating basis with the external waiting list. This means when a vacant unit becomes available the unit will be first offered to a resident on the internal transfer list. The next available unit will be offered to an applicant on the external waiting list. Available units will be offered in this manner until such time as the internal waiting list is exhausted. As the internal waiting list re-develops the rotating basis will be in effect.

Transfer will occur for the following reasons:

1. If a tenant or a member of tenant's household becomes disabled requiring the accessibility features of a different unit, he or she (or they) will be entitled to transfer to such a unit as set forth under "Units With Accessible Features," below.

2. If a tenant or a member of tenant's household has a disabling medical condition and seeks a transfer to a different unit, such tenant (or household) shall be assigned to the next available unit satisfying the tenant's needs. To document the need, the owner or its management agent will require verification in the form of a letter from tenant's (or household member's) physician stating to the effect that the individual has a disabling medical condition (not to be specified), and that by virtue of such (unspecified) condition, the individual needs a unit having the identified design feature(s), location or other characteristics (for example, being on a certain floor, being on the north side of the building and out of direct sunlight, being distant from certain units with pets, etc).

3. If, by virtue of a change in a tenant's family/household size or composition, the unit in which the tenant resides is not an appropriate size, that tenant/tenant family will be given the choice of moving to a unit of a more appropriate size as specified in owner's notice.

4. Resident elects to move to a smaller unit.

OCCUPANCY POLICY – PERSONS WITH DISABILITIES

The facility's occupancy policy entails five basic facets (in effect, program components) pertaining to applicants and tenants with disabilities. Of these five facets, four (Nos. 2 – 5, below) involve affirmative rights, entitlements or opportunities available to applicants and tenants:

1. Freedom (protection) from Discriminatory Treatment (apart from that which qualifies an applicant for project and program eligibility)
2. Basic Facility Accessibility
3. Unit Accessibility
4. Reasonable Accommodations
5. Reasonable Modifications (as distinguished from Reasonable Accommodations)

Basic Facility Accessibility

As for physical features, the building's common use facilities and public spaces are accessible to those with mobility impairments, although there may be certain areas or access routes that are not accessible to those with mobility impairments either because they are not genuinely available to residents as a whole or because alternate, legally-conforming facilities or services have been made available instead. The owner and its management agent to assure compliance at all times with Section 504 of the Rehabilitation Act of 1973 (as amended), pertinent HUD regulations.

Units with Accessible Features

Respecting units designed for persons or families with mobility impairments, such accessible units shall be offered on the basis of the following priorities:

First Priority: To a current occupant of the apartment building who needs the unit's accessibility features and whose current unit lacks one or more of those features.

Second Priority: To an eligible qualified applicant on the waiting list requiring the accessibility features of the unit.

Third Priority: To a qualified applicant on the waiting list not needing the accessibility features of the unit, but who is willing to sign (and who does sign) an agreement (which could be a clause in the lease) to move to a more suitable unit when such unit becomes available.

Reasonable Accommodations for Disabilities

A reasonable accommodation includes a change, exception or adjustment to a program, service, building, dwelling unit or workplace that will allow a qualified person with a disability to participate fully in a program, take advantage of a service or live in a dwelling. Management, at owner's expense, is obligated to provide the accommodation unless doing so would result in a fundamental alteration of the nature of the program or an undue financial and administrative burden.

This subject is addressed at Subsection 4 of Section 3 of Chapter 2 ("Civil Rights and Nondiscrimination Requirements") of the HUD Multifamily Handbook. Matters involving reasonable accommodations for disabilities can sometimes turn on relatively subtle variations in circumstances, and outcomes can change over time as technology advances and judicial or administrative law opinions and directives are published. Where there is doubt, consultation with an attorney qualified in matters of this kind is advised.

Reasonable Modifications by a Tenant

Entirely apart from an individual's right to reasonable accommodations, a qualified tenant with a disability has a right to make reasonable *modifications* to his or her apartment unit upon written request by the tenant. Such modifications are those that the tenant reasonably perceives as necessary to enable the tenant's *full enjoyment* of the unit but which, for one reason or another, do not qualify for reasonable accommodations treatment. The right of a tenant to make reasonable modifications may be conditioned upon any or all of the following:

1. The modifications are reasonable, and tenant demonstrates to management's reasonable satisfaction that tenant will be able to pay for, and will pay for, the modifications.
2. The tenant is not entitled to the modifications to be made and paid for by the owner as reasonable accommodations or otherwise as a matter of law.
3. The tenant commits to restore the unit, reasonable wear and tear excepted, to its condition prior to the modifications, and commits to funding (and does fund) the cost of such restoration in advance (exception: where preserving all or some of the modification(s) would have no adverse effect upon or would improve the housing program of the facility, in which case the tenant would be entitled to a waiver of some or all of the restoration requirement).
4. The tenant provides a description of the modifications sought as well as reasonable assurances that the work will be done in workmanlike manner and that all legal requirements (including the obtaining of a building permit, as the case may be) will be fully complied with.

Authority: 24 CFR § 100.203.

LEASING AND MOVE-IN

After an applicant has been fully qualified and comes to the top of the waiting list and has been matched with a unit, and all other paperwork has been completed, it is time for the tenant and the owner to sign a lease.

The lease is the legal instrument that legally binds the tenant and the owner (as landlord) to the rights and obligations of the housing program and which imparts to the tenant what lawyers call a *leasehold estate* in the assigned apartment unit.

The Lease Form

A specimen of the form of lease which new tenants are to sign is attached to this tenant selection plan as Appendix A. The specimen form conforms precisely to the language and format required by HUD for all projects of the type presented here, subject only to certain changes approved by HUD to allow for certain state or local law requirements.

Lease Security Deposit.

A lease security deposit in an amount equal to one month's total tenant payment or \$50, whichever is greater, shall be required at the time of execution of the lease. Residents will have deposited the amount shown on the first page of the lease agreement with the owner (called the "landlord" in the lease). The landlord will hold the security deposit for the period that the tenant occupies the apartment unit. After the tenant has moved from the unit, the landlord is to determine whether the tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures:

(a) The tenant will be eligible for a refund of the security deposit if he or she has fulfilled the term of the lease and has provided the landlord with the 30-day written notice of intent to move required by the lease, unless the tenant is unable to give the notice for reasons beyond his or her control.

(b) After the tenant has moved from the unit, the landlord will inspect the unit and complete a move-out unit inspection report. The landlord must permit tenants to participate in the inspection, upon request. The landlord will refund to the tenant (or to his or her family or estate) the amount of the security deposit less an amount (if any) needed to pay the cost of:

- (1) unpaid rent;
- (2) damages that are not due to normal wear and tear and are not listed on the original (time-of-entry) unit inspection report;
- (3) charges for returned checks; and
- (4) charges for unreturned keys;
- (5) reimbursement for costs incurred in the course of rendering services for tenants directly related to their units (example: at tenant's request, management calls in and pays for a locksmith).

(c) The landlord is obligated to refund the amount to which tenants are entitled within 30 days after all occupants of the unit have permanently moved out of the unit, returned possession of the unit to the landlord, and have given tenant's new address to the landlord. The landlord must also give the tenant a written list of charges that were subtracted from the deposit, if there are any. If the tenant disagrees with the landlord concerning the amounts deducted and asks to meet with the landlord, the landlord must meet with the tenant and discuss the disputed charges.

(d) If the unit is rented by more than one person, the landlord may issue the deposit or net deposit check to any person who is legally a tenant under the lease and it is up to the tenant household to work out the details of dividing any refund among themselves.

(e) The landlord will not count the security deposit towards the last month's rent.

(f) The landlord shall comply with all state and local laws regarding interest payments on security deposits. Under Pennsylvania law and regulations (68 P.S. § 250.511b and 49 Pa. Code § 35.325), the landlord may be required to pay interest to the tenant on refunded deposit monies only if all of the following factors are present: (i) the deposit is in excess of \$100; (ii) the tenant has leased the unit for more than two years; (iii) the deposit has been placed in an interest-bearing account; (iv) the interest-bearing account has earned interest in excess one percent (1%) per year on a sum equal to the deposit minus \$100.

Paying Rent

The rental portion that tenant pays from his or her own funds is due on or before the first day of each month at the office in the apartment building, unless management otherwise specifies.

Residential Services. The residential services that owner offers at the apartment building are limited to the services described in this tenant selection plan (including its appendices). On occasion, staff may volunteer to help a resident with some task. Management will not charge for volunteered services, and its (and the owner's) staff may not accept gratuities for services. However, if management or the owner incurs actual, out-of-pocket costs on account of such personal services, then it is expected that the tenant will promptly reimburse management (or the owner) for such costs.

In the Event of Death.

Where Tenant Household is Two or More Persons. Sometimes units are occupied by husband and wife, and one spouse dies. The surviving spouse may remain in the unit, even if that spouse would not otherwise be qualified to apply for the unit independently. Sometimes an adult individual who is not a spouse may become the sole surviving member of the tenant family who is eligible to remain in his or her unit.

Tenancy Ends. The entitlement to occupy the facility is a personal one. It cannot be passed on to another, whether by agreement or operation of law. A tenant's heirs, next-of-kin and successors inherit no benefits or interests in the tenant's lease agreement or the apartment unit.

Automatic Termination. In the event of a tenant's death, the tenant's lease shall be deemed automatically terminated 14 days after death. This is the period for which HUD will continue to pay tenant's assistance payment for the unit. However, there are exceptions to this rule. These exceptions are:

(1) where the unit is vacated before the 14-day period ends, the lease agreement ends automatically on the day after the unit is vacated;

(2) where the unit is leased to another tenant before the 14-day period ends, this lease agreement ends immediately before the unit is re-rented;

(3) where the unit continues to contain the tenant's personal property because the tenant's next-of-kin or personal representatives have not removed this property, or for any other reason not having to do with delays caused by the owner or the management agent, the tenant's estate will continue, beyond the 14-day period, to be responsible to pay the full contract rent (as that term is defined in the lease) until the tenant's personal property is removed from the unit.

Responsibility of Tenant's Estate. Tenant's estate is responsible for taking possession of tenant's personal property remaining in the unit or in the apartment building. Neither the owner nor the management agent has facilities in which to store or guard a tenant's personal furnishings and belongings, and neither is responsible for any damage to or theft of a deceased

tenant's personal property. If the tenant's personal representatives or next-of-kin do not act promptly to take possession of or otherwise deal with the tenant's belongings in a responsible manner, the owner and/or the management agent may dispose of tenant's personal property by any reasonable means. As used here, "promptly" means within the lease termination period defined above.

Proof of Authority; Protecting the Landlord from Claims. Management may require any individual asserting rights or responsibilities in the personal property belong to the estate of a deceased tenant to: (1) demonstrate proof of the right to administer Tenant's estate, and (2) sign a document that, among other things, acknowledges receipt of the items being removed, releases the owner and the management agent from responsibility for the property and indemnifies the owner and the management agent (in other words, pays for owner's or management agent's costs) against claims by others who assert interests in the property.

Motor Vehicles.

Separate Parking Agreement. A tenant having and using a motor vehicle and desiring to park the vehicle at the facility shall sign owner's HUD-approved monthly parking agreement prior to storing any motor vehicle on the facility premises. The parking agreement contains a requirement that the stored vehicle be (1) properly registered and bearing a Pennsylvania license plate (within the time allowed by law if Tenant comes from out-of-state), (2) fully insured and (3) having a current inspection sticker. There is also a requirement that the tenant observe simple, theft-avoidance measures, such as closing windows and locking car doors. To the extent allowed under applicable HUD regulations, the owner reserves the right to charge for the parking space occupied by a tenant, which charge the occupying tenant agrees to pay in addition to the tenant's tenant rent. The monthly charge for parking, as set by the owner, appears in the monthly parking agreement. A specimen of the form of that agreement is available upon request.

Tenant Bears Risk of Damage or Loss. Any vehicle stored or placed by a tenant on the property, together with the contents of such automobile, shall be at the sole risk of the tenant. Neither the owner nor the management agent shall be held in any way responsible to a tenant for loss or damage to the tenant's vehicle arising as a result of fire, collision, theft or otherwise. Neither the owner nor the management agent furnishes attendants for the purpose of parking tenants' vehicles, and if any employee of owner or the management agent should at the request

of a tenant (or members of his or her household) handle, move, park or drive any vehicle placed in or about apartment building, such person shall be deemed the agent of the tenant, and the owner (including the management agent) shall not be liable for any loss, damage or expense that may be sustained to the vehicle on account of such action by such employee.

Necessity for Insurance and Registration. Tenants may not bring any motor vehicle that is not registered and fully insured onto the property. As used in this context, "fully insured means a lawful, current insurance policy which names the tenant as an insured owner or driver of the vehicle, and the tenant is duly and properly licensed as a driver of the vehicle. These requirements exist whether or not the tenant is subject to the terms and conditions of a parking agreement.

The HUD Termination Regulation.

Eviction carries very serious consequences for tenants of subsidized projects. Tenants not only lose their homes, but also their project-based subsidies. Besides, evicted tenants will find it very hard to pass a screening test to live in another subsidized project.

HUD recognized this seriousness and addressed it with special regulatory vehicle: the "Termination Regulation," which is currently a series of ten sections making up Part 247 of Title 24 of CFR (attached at Appendix G). Part 247 presents a self-contained, stand-alone system articulating all cognizable grounds for termination coupled with notice and other due process protections for tenants, some as related to the particular grounds for termination and others to terminations generally.

The operative provisions of the Termination Regulation are set out in paragraph 9 of the lease form (see Appendix G). Depending upon the particular circumstances, it may be appropriate to refer to the Termination Regulation, which may be clearer and less ambiguous than the text of the lease.

VIOLENCE AGAINST WOMEN ACT

On January 5, 2006, President Bush signed into law the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Public Law 109-162) and on August 12, 2006, signed into law technical corrections to the VAWA (Public Law 109-271).

The VAWA protections apply to families applying for or receiving rental assistance payments under the project-based Section 8 program. The law protects victims of domestic violence, dating violence or stalking, 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 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 stalking is not grounds for terminating the victim's tenancy. Owners/Agents may bifurcate a lease 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.

STATE LIFETIME SEX OFFENDER REGISTRTION

In accordance with the regulations at 24 CFR 5.856 and 5.905, Management must perform necessary criminal history background checks to determine if an applicant, or a member of an applicant's household, is subject to a lifetime registration requirement under a State sex offender registration program. This check must be carried out with respect to the State in which the housing is located and with respect to States where the applicant and members of the applicant's household are known to have resided.

Management will make the determination, in accordance with their screening standards, whether the applicant and the applicant's household members meet the screening criteria. If these processes reveal that an applicant is a lifetime registered sex offender, or if the applicant withholds or falsifies information on the application, management must deny admission to the program. Before admission can be denied, the applicant must be notified of the right to dispute the accuracy and relevance of the background check information.

In addition to screening adult members of the household, it is recommended that this screening include background checks on juvenile household members to the extent allowed by state and local law. In order to request information necessary to screen applicants for lifetime sex offender registration requirements, management's application should include a question asking whether the applicant or any member of the applicant's household is subject to a lifetime state sex offender registration program in any state. There should also be a notation that failure to respond to the question may jeopardize the approval of the application.

Management shall verify the information provided by the applicant and a record of the screening, including the date performed should be retained. Management must also retain the results of the search, along with the application, for a period of three (3) years if the applicant is denied housing or, if the applicant is admitted to the program, for the term of tenancy plus three years.

It is recommended that annual recertification documents include a question asking whether the tenant or any member of the tenant's household is subject to a lifetime state sex offender registration program in any state. Management should verify the information received in the same method used at admission.

For any admissions after June 25, 2001 (the effective date of the Screening and Eviction for Drug Abuse and Other Criminal Activity final rule), if the recertification screening reveals that the tenant or a member of the tenant's household is subject to a lifetime sex offender registration requirement, or that the tenant has falsified information or otherwise failed to disclose his or her criminal history on their application and/or recertification forms, management should pursue eviction or termination of tenancy to the extent allowed by the lease and state or local law.

Notwithstanding the above, if the tenant or a member of the tenant's household, regardless of when they were admitted, commits criminal activity while living in federally assisted housing, management should pursue eviction or termination of tenancy to the extent allowed by their lease and state or local law.

DEFINITIONS

The following definitions are provided as assistance in understanding and implementing the VAWA protections. The definitions for domestic violence, dating violence, stalking 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.

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.

PROTECTIONS FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING

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

- A. An applicant's or program participant's status as a victim of domestic violence, dating violence or stalking is not a basis for denial of rental assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission.
- B. An incident or incidents of actual or threatened domestic violence, dating violence or stalking 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.

- C. Criminal activity directly related to domestic violence, dating violence or stalking, 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.
- D. 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.
- E. The provisions protecting victims of domestic violence, dating violence or stalking engaged in by a member of the household, may not be construed to limit the O/A, 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.
- F. The authority to evict or terminate assistance is not limited with respect to to a victim that commits unrelated criminal activity. Furthermore, if an O/A 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, O/As may not subject victims to more demanding standards than other tenants.
- G. 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. The laws offering greater protection are applied in instances of domestic violence, dating violence or stalking.

Lease Attachments: The Array

Each lease will come with certain attachments, depending upon the circumstances. At a minimum, those attachments will include:

- Appendix B - 50059 Facsimile
- Appendix C - Unit Inspection Report – Move-in, Move-out
- Appendix D - Resident Handbook
- Appendix E - The Facility's Privacy Act Notice

Lease attachments may also include, as appropriate:

- Appendix H - The Facility's Pet Policy
- Appendix I - The Facility's Live-in Aide License Agreement Form
- Appendix J – Violence Against Women Lease Addendum

LEGAL UNDERPINNINGS

This Tenant Selection Plan and the policies that it contains is largely a product of federal law, HUD regulations and HUD directives. This large, intricately detailed body of authority makes up the legal underpinning of not only the housing program but owner's very existence and mission.

On account of this fact, there may be occasions where it is appropriate for management to refer to the legal sources for clarification or further detail, rather than simply rely on the contents of this document or its appendices.

The Multifamily Handbook. This tenant selection plan is a product of a particular HUD manual called "Occupancy Requirements of Subsidized Multifamily Housing Programs," which is also known by its numerical name, HUD Handbook 4350.3 REV-1 (5/03). (This is the authority – called the HUD Multifamily Handbook – which is cited in the Preface.) The handbook is a HUD directive. HUD directives are not law in the strict sense, but may have the force of law, and should be presumed to have the same effect as if they were law. Use of the handbook does not require legal training or experience, but may require general familiarity with HUD multifamily programs, coupled with an appreciation of the linguistic nuances critical to understanding HUD directives (example: knowing what HUD means when it uses terms such as "tenant rent" and "total tenant payment").

The HUD Regulations. These occupy a superior position on the legal hierarchy. They are intended to be read by specialists (whether or not lawyers) and non-specialists alike, and, for the most part, are written to be more accessible to the lay public than directives. HUD regulations are part of a broader body of regulations issued ("promulgated") by federal executive agencies) called the Code of Federal Regulations, or "CFR" for short. HUD regulations are found at Title 24 of CFR. Regulations are referred to by their section (§) numbers or, if they exist as part a set, by their Parts (e.g., 24 CFR Part 247, the HUD Termination Regulation).

Internet Access. The HUD Multifamily Occupancy Handbook (and other HUD directives) and HUD regulations are available on the Internet: www.hudclips.org. At the home page, click on "library." For regulations, under Codes and Acts, click on the button opposite Title 24 - Code of Federal Regulations – (latest year available), then click on SEARCH (right-hand side). Then, in the Document number search box, type in the CFR section number. If it's a CFR part, type the Part in the word or phrase search box and then the number of the part (after a single space). Click on SUBMIT.

For the Multifamily Occupancy Handbook, go to "library," then, in the "Handbooks Notices Both" grid click on the button where "Handbooks" and "Housing" intersect. Then, in the Document number search box, type in 4350.3 and hit SUBMIT. The Handbook will be displayed by chapter and appendix. It's long.

State Law. Pennsylvania has its own landlord and tenant act, called the Landlord and Tenant Act of 1951, which is effectively consistent with HUD regulations and directives on the subject. There are certain areas where HUD regulations and directives expressly refer to or incorporate by reference state law. One of those areas is interest on tenant's security deposits. The part of the Pennsylvania Landlord and Tenant Act of 1951 that deals with this subject is codified at 68 Pa.C.S.A. § 250.511b.

Local law. As a Philadelphia-based project, the facility, as well as the owner and the management agent, are subject to § 9-1104(A) of the Philadelphia Code prohibits discrimination on the basis of sexual preference or gender identity. Also, the city's housing code contains standards that factor into determining maximum occupancy per unit.

AMENDING THE TENANT SELECTION PLAN

Even relatively minor changes in HUD regulations or directives can result in the need to amend this tenant selection plan. For practical reasons, it is virtually impossible to amend or supplement this document every time a regulatory change occurs. However, the owner and the

managing agent make a good faith effort to implement new or changed policies in a timely way, and to bring this tenant selection plan up to date biennially or, if appropriate, annually.

Concerning Notice of Changes. The owner and/or managing agent will make an effort to notify tenants and applicants for tenancy in the event there are changes to this tenant selection plan that the owner or manager believes may have a material effect on tenants or applicants' rights or opportunities. However, neither owner nor its managing agent guaranties that such notice will be given, and tenants and applicants for tenancy should assume that this tenant selection plan and the policies it contains could change at any time without notice.

Copies of this tenant selection plan are available to the public upon request.

THE APPENDICES

- Appendix A - Lease Agreement
- Appendix B - 50059 Facsimile
- Appendix C - Unit Inspection Report – Move-in, Move-out
- Appendix D - Resident Handbook
- Appendix E - Privacy Act Notice
- Appendix F - [Reserved]
- Appendix G - The HUD Termination Regulation
- Appendix H - Pet Policy
- Appendix I - Live-in Aide Policy and License Agreement

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