



4520 Glenford Blvd., Fort Myers, Florida 33966

• Phone: 239-355-9566 • FL Relay TTY: 1-800-955-8771 • Email: cypressvillage@carteretmgmt.com

TENANT SELECTION PLAN

Cypress Village is a 95-unit apartment community located in Fort Myers, Florida. Financed through the Low Income Housing Tax Credit Program (LIHTC), State Apartment Incentive Loan (SAIL) program, and Lee County HOME funds, the property consists of (77) one bedroom units and (18) two bedroom units.

PROJECT AND PROGRAM ELIGIBILITY REQUIREMENTS

Only applicants whose income is at or below the 60% income limit are eligible for occupancy. Applicant(s) must submit income and asset information for verification.

- A.** Applicant's annual income must not exceed program income limits established by Florida Housing Finance Corporation (FHFC). Income limits for this property are listed below:
- 15% of units at 35% or lower of Area Median Income (AMI)
 - 85% of units at 60% or lower of Area Median Income (AMI)
- B.** Cypress Village is designed to provide permanent supportive affordable housing to Homeless households. Of the 95 apartments within the community:
- 50% are set aside for Homeless Households (48 units);
 - 15% of the units will be set aside for **Persons with Special Needs** (15 units);
- C. Homeless**, as defined by F.S. 420.621(5), means an individual or family who lacks a fixed, regular, and adequate nighttime residence, and includes a family who:
1. Is sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;
 2. Is living in a motel, hotel, travel trailer park, or camping ground due to a lack of alternative adequate accommodations;
 3. Is living in an emergency or transitional shelter;
 4. Has a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings;
 5. Is living in a car, park, public space, abandoned building, bus or train station, or similar setting; or
 6. Is a migratory individual who qualifies as homeless because he or she is living in circumstances described in subparagraphs (a)-(e).

The term does not refer to an individual imprisoned pursuant to state or federal law or to individuals or families who are sharing housing due to cultural preferences, voluntary arrangements, or traditional networks of support. The terms include an individual who has been released from jail, prison, the juvenile justice system, the child welfare system, a mental health and developmental disability facility, a residential addiction treatment program, or a hospital, for whom no subsequent residence has been identified, and who lacks the resources and support network to obtain housing.

- D. Person with Special Needs:** The defined Persons with Special Needs population that will be serviced is Adult persons requiring independent living services in order to maintain housing or develop independent living skills and who have a Disabling Condition that neither currently impairs nor is likely to impair their physical mobility, such as persons with a mental illness.
- E.** The apartment unit must be the individual's sole residence.

PREFERENCES AND PRIORITIES

Preferences. Notwithstanding the above, Cypress Village has adopted admissions preferences in its selection of residents.

- A. Income Specific Preference.** 85 percent (81 units) of the units must be set-aside for households whose income does not exceed 60% AMI. 15 percent (15 units) will be set-aside for households whose income does not exceed 35% AMI. (Note: The Area Median Income (AMI) is determined annually by FHFC.) Acceptable sources of information to verify this preference include information about all sources and amounts of income for the household.
- B. Homeless & Persons with Special Needs.** Fifty percent (48 units) of the units will be set aside for individuals who qualify as *Homeless*, and 15 percent (15 units) of the total units for *Persons with Special Needs* (which may be the same units set aside for Homeless individuals and families).
- C. Verifying Preference.** Carteret will work with CASL Case Managers or other qualified Case Managers identified by the applicants to verify Homeless or Special Needs Status.
- D.** An official waiting list will be maintained on-site by Carteret. To expedite the priority of processing, CASL will meet with Carteret staff to ensure proper coordination. CASL and Carteret will evaluate each application individually in order to address each individual's barrier to tenancy.
- E.** Upon unit turnover, Management will select names from the waiting list in chronological order, unless an applicant is needed to achieve one of the set aside requirements described above. If this is the case, an applicant with a verified preference and/or priority will be moved to the top of the waiting list above a household without a preference. Any household that is "skipped over" for not meeting a particular preference would be offered the next available unit for which they qualify.
- F.** An Admissions Preference does not guarantee admission. Claiming a preference only affects the order in which an application is selected for consideration. The applicant must meet all tenant screening criteria before being selected as a tenant, including income and criminal/credit background check.

SMOKE-FREE CAMPUS

Cypress Village is a smoke-free campus. The purpose of this policy is to protect the health and safety of our residents and property. It is a violation of the No Smoking Policy for any resident, guest, visitor, contractor and/or staff persons to smoke, carry, inhale or exhale lighted cigarettes, pipes, cigars, or any other tobacco product anywhere inside the building or outside on the campus, **except in designated smoking areas**. Violations of the smoke-free policy can result in eviction as a violation of the No Smoking Policy.



Carteret Management Corporation

LIHTC Tenant Selection Plan

The procedures contained in this Tenant Selection Plan have been established in compliance with the Department of Housing and Urban Development (HUD) Handbook 4350.3, as amended, and all other applicable federal statutes and regulations. It is designed to promote fairness and uniformity in tenant selection and to promote efficiencies in the process by which applications are processed.

EFFECTIVE DATE

This Tenant Selection Plan has been developed in anticipation of implementation of the Housing Opportunities Through Modernization Act ("HOTMA"). This Tenant Selection Plan will become effective November 1, 2025.

PROCEDURES FOR ACCEPTING APPLICATIONS AND SELECTING FROM THE WAITING LIST

The property will create and permanently maintain a waiting list of interested persons. Each waiting list will be maintained in chronological order and must include the following information:

1. Date and time the applicant submitted an application;
2. Name of head of household;
3. Annual income;
4. Identification of need for accessible unit, including the need for accessible features; and
5. Requested unit size.

An in-house waiting list should also be created for residents requesting transfers as a reasonable accommodation.

OCCUPANCY STANDARDS

Occupancy standards must comply with federal, state and local occupancy standards, and/or laws in connection with occupancy requirements, fair housing and civil rights laws, as well as landlord-tenant laws and zoning restrictions. The occupancy standards for this property are:

- **Studio:** Up to 2 persons
- **1 Bedroom:** Up to 3 persons
- **2 Bedroom:** Up to 5 persons
- **3 Bedroom:** Up to 7 persons

FILLING VACANCIES

When an apartment is anticipated to be available the top list applicant(s) management will be notify the applicant to set up an application interview.

1. Management will make an attempt to contact the applicant using one of the methods of communication listed on the application. The applicant will have 24 hours to respond to the initial outreach. Management will make another attempt to contact the applicant providing another 24 hours for the applicant to respond to the second outreach attempt. If no response is received after the second contact attempt, the application shall be removed from the waiting list. All outreach correspondence will be documented in the Applicant Activity Wait List Notes.
2. Management shall simultaneously initiate the process to obtain the verifications necessary to certify the proposed household's income and assets in accordance with HUD regulations and/or Florida Housing Finance regulations and to determine the applicant's compliance with the tenant selection criteria set forth below. **NOTE:** If the next available unit is to be leased to an extremely low-income applicant (as outlined in the Preferences and Priorities Section), the applicant's income should be re-verified. If the income has changed, and the applicant is no longer extremely low-income, he/she should be put back on the list and the application documented as to why the applicant(s) was passed over. Management shall then move on to the

next extremely low-income application and follow the same income verification procedure. If that applicant is still considered extremely low-income, Management shall proceed with the application interview.

3. Upon a determination of eligibility, the applicant will be assigned a unit in accordance with the Occupancy Standards section in the property specific addendum.
4. A trial Tenant Income Certification (TIC) shall be completed, excluding the specific apartment unit information, so that the final TIC will only require adding the apartment details once assigned. The application and all apartment-specific information should be placed in the new tenant's file. The waiting list index should be updated to reflect the final disposition of the application, including either the date of the new lease or the date the application was removed from the waiting list. Applicant(s) will be allowed to refuse the first offer of a unit for any reason but will be advised that if he/she refuses a second offer, the applicant's name shall be removed from the waiting list. If the second refusal is due to a disability or an extenuating circumstance, then another offer will be made as a reasonable accommodation. Applicants who refuse a unit a second time shall be advised that they can reapply, but that their application will be treated as a new application.
5. For both denied and accepted applications, documentation of the information received through screening shall be attached to the application. All applications denied during a calendar year should be stored together.

INTERVIEW TOPICS

At the applicant interview, the on-site manager shall:

1. Confirm and update all information provided on the application.
2. Explain program requirements, verification procedures, and penalties for false information. The penalties include eviction, loss of assistance, fines up to \$10,000 and imprisonment for up to five years.
3. Obtain family income and composition information and other data needed to certify eligibility and compute the tenant's share of rent.
4. Review the financial information on the application and specifically ask the applicant whether any member of the proposed household:
 - A. Receives any types of income (e.g., self-employment income, unemployment compensation, income maintenance payments)
 - B. Has any assets.
5. Obtain consent forms for verification for all household members as appropriate.
6. Inform the applicant of the screening requirements.
7. Require the head of household, spouse, and any other applicant aged 18 or over to give a written certification as to whether any family member has disposed of any assets for less than fair market value during the two years preceding the effective date of the certification. The certification must include the following:
 - A. A list of all assets disposed of for less than fair market value;
 - B. The dates upon which the asset(s) was disposed of;
 - C. The amount received for the asset(s); and
 - D. The asset's market value at the time of disposition.
8. Require the applicant and any person who will reside in the unit to disclose and document all social security numbers.
9. Inform the applicant that final decision on eligibility cannot be made until all verifications are complete.
10. Inform applicants that the Owner has the responsibility for taking reasonable steps to provide meaningful access to the community's programs and activities and that they will need to complete the Resident's Request for Reasonable Accommodation if they require a change in rules, policies or procedures or modification to a unit to insure their use and enjoyment of the community.
11. Inform all applicants about the rules on owning pets or animals.
12. Inform applicant that if documents requested are not returned in their entirety by the deadline specified, management will process the next applicant.

APPLICANT SCREENING CRITERIA

Strict standards for selecting Tenants are a key element of the policy to continue our high standards of living conditions at the property and to protect the value of the property. The following screening standards and methods will be applied to all applicant(s) and will be employed fairly and consistently in order to determine suitability for this

community.

1. **Demonstrated ability to pay rent on time.** Applicant(s) must demonstrate through previous tenancies and other credit activity that they are disposed to paying rent and other bills in a timely manner. A mere inability to obtain some credit history is not grounds for rejecting an application. Negative reports on the applicant's credit are grounds for denial. Management may, however, consider extenuating circumstances regarding credit history problems; for example, credit problem due to unforeseen medical bills.
2. **Comments from former landlords.** At a minimum, comments should be obtained from two prior landlords. In cases of homelessness, personal references or references from a transitional shelter or case manager may be used to establish rental history. These references and evaluations will be considered in place of traditional landlord references. Applicants whose references or evaluations indicate habits or behaviors likely to negatively impact other residents or the community will be denied admission.
3. **Ability to fulfill lease requirements.** All residents must be able to meet all his/her personal needs and be able to fulfill the lease obligations with or without assistance. The property does not provide, nor has the authority to provide, any care or supervision services, does not accept or retain tenants who demonstrate any level of need for care and supervision services that cannot be provided by the tenant or aides supervised by the tenant, and does not promise to make available in the future any assistance with personal activities of daily living. Management will be happy to provide any applicant or tenant with a list of outside "providers" who deliver these services in the community.
4. **Housekeeping and cleanliness habits.** The applicant(s) demonstrates an ability and willingness to practice good housekeeping habits with no history of property damage or abuse. This information can be obtained from references from previous landlords or persons who for some reason have been able to observe the applicant's previous dwellings.
5. **Behavior Activity.** The applicant(s) demonstrates an ability and willingness to live peacefully with neighbors, respecting their rights to a safe and secure living environment and quiet enjoyment of the premises.
6. **Capacity to Contract.** All members of the proposed household must have the legal capacity to enter into the lease agreement and, in fact, must be willing to sign the lease agreement. The only exception to this requirement is minors who are occupying the household with a parent or other legal guardian. Minors are not eligible for occupancy unless they are residing with a parent or legal guardian.
7. **Criminal/Sex Offender Background Checks.** All applicants, as well as all members of the household who will reside in the apartment (including Live-in Aides), shall be subject to a criminal background check including, but not limited to, a mandatory screening review of the lifetime registration list under a state's sex offender registration program. This screening shall be conducted in the State of Florida and in any other state where the applicant and members of the applicant's household are known to have resided. **The Sex Offender Background Check shall be completed at Move-In and at Annual Recertification.** The following situations will constitute grounds for rejection:
 - A. Involvement by the applicant or any household member in illegal drug use or drug-related criminal activity.
 - B. Eviction of any household member in the past three years from any federally assisted housing program for drug-related criminal activity.
 - C. Management's determination that there is reasonable cause to believe that a household member's illegal use or pattern of illegal use of drugs may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
 - D. Any conviction or adjudication other than an acquittal of a felony within the past five (5) years. An exception to this provision would be an applicant whose only felony is for possession or use of illegal drugs and who has successfully completed an approved, supervised drug rehabilitation program.
 - E. Applicant(s) with a felony conviction or adjudication prior to five years from the time of application may be considered for occupancy if, in management's sole judgment, the facts suggest that future criminal activity is unlikely. Some examples of this provision include:
 - i. The offense was not a crime against persons or property; or
 - ii. The circumstances leading to the crime, including pattern of behavior, have changed to suggest that the person has been rehabilitated.

- F. Felony or misdemeanor history relating to other criminal activity that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, or of the site's employees, contractors, or agents.
- G. Any household member being subject to lifetime registration requirement under the sex offender registration program.
- H. Any household member appearing on the list of known terrorists and wanted fugitives as provided by the Office of Foreign Asset Control (OFAC), federal agencies to include the FBI or other state and local law enforcement agencies.
- I. If it is determined by reasonable cause that a member's abuse or pattern of abuse of alcohol will interfere with the health and safety of others. The screening standards are based on behavior, not the condition of alcoholism or alcohol abuse.

Management may make an exception for those household members whose drug-related criminal activity is for possession or use of illegal drugs and who have successfully completed a supervised drug-rehabilitation program. Third-party verification may include legal documents, or statements from health or medical professionals, law enforcement officials, landlords, and social service workers.

UNIT ASSIGNMENT

1. **Accessible Units.** An "accessible unit" is defined as a unit located on an accessible route and when designed, constructed, altered or adapted can be approached, entered, and used by individuals with a physical impairment; that is, these units are designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications. Assignment of such units shall be made in accordance with the guidelines set forth in Part B, Section 2 of the *Reasonable Accommodation Policy*.

Persons moving into a unit so modified but who do not need the accessible features must enter into an agreement requiring them to relocate to the first available comparable unit if a tenant or eligible applicant requires the unit's accessible features.

Modification and assignment of such units shall be made in accordance with the guidelines set forth in Part B, Section 2 of the *Reasonable Accommodation Policy*.

2. **Live-in Aide.** In some cases, elderly, near-elderly or disabled person may require a Live-in Aide to provide supportive services.
 - A. A Live-in Aide means a person who:
 - i. Is determined to be essential to the care and well-being of the person(s);
 - ii. Is not obligated to support the person; and
 - iii. Would not be living in the unit except to provide the necessary supportive services.
 - B. Verification of the need for a Live-in Aide by a medical professional is required.
 - C. The Live-in Aide must complete an application and will be screened at move-in, annually and at the discretion of the management company for drug abuse and other criminal activity in accordance with management's policies and procedures.
 - D. Relatives may be considered Live-in Aides if they meet the criteria listed above.
 - E. ***The Live-in Aide qualifies for occupancy only as long as the individual needing supportive services requires the aide's services and remains an occupant.*** Live-in Aides DO NOT qualify for continued occupancy after the tenant vacates the unit or is confined to a medical facility, regardless of their relationship status. The tenant and Live-in Aide must execute a Live-in Aide Addendum that denies occupancy of the unit to a Live-in Aide after the tenant, for whatever reason, is no longer living in the unit. The lease addendum shall also give the owner the right to evict a Live-in Aide who violates any of the house rules.

If the Live-in Aide changes, tenant must notify Management of the change and provide information to do a background check on the new Live-in-Aide.

REJECTING INELIGIBLE APPLICANTS

1. Rejections will be sent in writing. This written rejection notice shall include the following:
 - A. The specifically stated reason(s) for the rejection;
 - B. The applicant's right to respond to the owner in writing or request a meeting within 14 days to dispute the rejection; and
 - C. A note that persons with disabilities have the right to request reasonable accommodations to participate in the informal hearing process.
 - D. HUD FORM 5380 and 5382
2. If the applicant(s) requests a meeting to discuss the applicant's rejection, it will be conducted by a member of the Management's staff who was not involved in the initial decision to deny admission or assistance.
 - A. Within five (5) business days of the owner response or meeting, the owner will advise the applicant(s) in writing of the final decision on eligibility.
 - B. All denied applications will be kept for three years along with copies of the denial letter to the applicant and any written documentation received through the screening process. At the end of the three calendar years, the applications will be discarded.

UPDATING THE WAITING LIST

The property shall update the waiting at least periodically as needed to determine if applicants are still interested and/or eligible to remain on the waiting list. All waiting list applicants shall be informed at the time their application is submitted to notify the office in writing of any changes to information supplied in the application.

An update email will be sent to active waiting list applicant(s) to determine whether they would like to remain on the waiting list and if any of their household information has changed. If the applicant replies affirmatively, his/her application will retain its position on the waiting list. If the reply is negative or if update email is returned because the email address is not current, the applicant's name will be removed from the waiting list. If no reply is received within the time allotted (14 days), the applicant's name shall be removed from the waiting list. A second email will be sent notifying applicants in writing that they have been removed from the waiting list.

The waiting list update conducted by management does not relieve applicant(s) of the responsibility to notify management of a change in address or a change in other critical aspects of the application.

PROJECT ELIGIBILITY REQUIREMENTS

All applicant(s) must qualify for one or more of the site-specific program requirements and/or set asides. Please see attached property specific addendum for the eligibility requirements.

STUDENT ELIGIBILITY

This rental community has received funding from a program that does not generally allow occupancy by households comprised entirely of full-time students. Student eligibility is determined at move-in/initial certification and at each Annual Recertification. Student eligibility may also be reviewed at Interim Recertification if student status has changed since the last certification.

For the purposes of this eligibility determination, a student is defined as an individual who is a full-time student at an educational organization that normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of students in attendance at the place where its educational activities are regularly carried on, for at least five calendar months during a calendar year.

If a household is comprised entirely of full-time students, it must meet one of the following exceptions to qualify for occupancy:

1. A student is married and file a joint tax return;

2. A student is receiving assistance under Title IV of the Social Security Act (including Temporary Aid to Needy Families Assistance, or TANF);
3. A student is enrolled in a job training program receiving assistance under the Job Training Partnership Act (JTPA) or other similar Federal, State or local laws;
4. A student is a single parent with children and such parent and children are not dependents of another individual;
5. A student is a former foster child in transition to independence.

STUDENT FINANCIAL ASSISTANCE

Any financial assistance, in excess of amounts received from tuition, that an individual receives under the Higher Education Act of 1965 from private sources or an institution of higher education (as defined under the Higher Education Act of 1965) shall be considered income for the family, except if the student is the HOH, co-HOH or spouse and is over the age of 23 with a dependent child or children (as defined by HUD). There are two exceptions to this income calculation requirement. No financial assistance that an individual receives under the Higher Education Act of 1965 from private sources or an institution of higher education (as defined under the Higher Education Act of 1965) shall be considered income if the student is:

1. Living with his/her parents/guardian who are receiving Section 8 assistance or are applying to receive Section 8 assistance or
2. A person over the age of 23 with dependent children.

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

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

VERIFICATION

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

The Means-tested verification must be obtained by means of third-party verification and must state the family size, must be for the entire family (i.e., the family members listed in the documentation must match the family's composition in the assisted unit, except for non-family members), and must state the amount of the family's Annual Income. The Annual Income need not be broken down by family member or income type.

Annual Income includes income earned from assets, therefore when using Means-tested Verification (also known as Safe Harbor) to verify a family's income, the owner/agent will not inquire about a family's net family assets, nor about the income earned from those assets. For any applicants applying for HUD's Section 8 assistance, the owner/agent will confirm that:

- The net cash value of all family assets does not exceed HUD's current Asset Cap; and
- That no member of the applicant family owns real property suitable for occupancy (See the explanation of the Real Property Rule as explained in this document).

The Means-tested Verification (Safe Harbor) must show that the family's income determination was made within the 12 months prior to the receipt of the verification by the owner/agent. The Means-tested Verification (also known as

Safe Harbor) documentation will be considered acceptable if any of the following dates fall into the 12-month period prior to the receipt of the documentation by the owner/agent.

1. Income determination effective date;
2. Program administrator's signature date;
3. Family's signature date;
4. Report effective date; or
5. Other report-specific dates that verify the income determination date.

If multiple verifications from the same or other acceptable Safe Harbor programs are presented, management will utilize the verification with the most recent effective date.

The only information that owner/agents are permitted to use to determine income under this Means-tested Verification (also known as Safe Harbor) is the total income determination made by the federal means-test program administrator. Other federal programs may provide additional information about income inclusions and exclusions in their documentation; however, these determinations and any other information will not be considered by the owner/agent for purposes of the Means-tested Verification (also known as Safe Harbor) provision. Owner/agents are not permitted to mix and match Safe Harbor income determinations and other income verifications;

Acceptable Verification (Safe Harbor) when:

1. The family wishes to use a Childcare Deduction when childcare enables a member to work;
2. The family wishes to use the Attendant Care & Auxiliary Apparatus Expense Deduction;
3. Any member of the family is participating in HUD's Family Self-Sufficiency (FSS) program.
 - A. Upfront Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system (EIV may be used as the sole verification of Social Security income);
 - B. Upfront Income Verification (UIV) using non-EIV resources (e.g., Work Number, web-based state benefits system, etc.);
 - C. Written, third-party verification from the source, also known as "tenant-provided verification". An original or authentic document generated by a third-party source dated within 120 days of the date received by the owner/agent. (e.g., resident provided bank statement). For fixed-income sources, a statement for the appropriate benefit year is acceptable documentation. Owner/agents may also accept third-party verification directly from the verification source. For example, owner/agents may (but are not required to) obtain verification of disability directly from a medical care provider (e.g., physician, physical therapist, etc.) or may accept a letter provided by the provider to the resident;
 - D. EIV with Self-Certification (Employment or Unemployment Income). The EIV Income Report may be used to verify and calculate income if the family self-certifies that the amount is accurate and representative of current income. The family will be provided with the information from EIV.
 - E. A Written Third-party Verification Form (as appropriate);
 - F. Oral verification. When verifying information over the telephone or via the internet, it is important to be certain that the person is the party he or she claims to be. When verifying information by phone, the owner must record and include in the tenant's file the following information:
 - i. Third-party's name, position, and contact information;
 - ii. Information reported by the third party;
 - iii. Name of the person who conducted the telephone/internet interview; and
 - iv. Date and time of the call.
 - G. Family Self-Certification. In the absence of any of the above or as provided in HUD guidance, notarized or witnessed self-certification from the household member (the owner/agent is not required to accept family/self-certification). Except when accepted based on HUD guidance (e.g., Streamlining, Assets Disposed, etc.), when the owner/agent accepts Family Self-Certification, the tenant file will be documented, when appropriate, to show that staff attempted other acceptable verification before relying on family self-certification.

UNIT TRANSFER POLICY

Unit transfers are generally not permitted, and even when allowed, only in the case of dire need. Transfers are not permitted in situations where one simply requests a different type of one bedroom (corner vs. interior, for example) or where the resident wishes to move from an efficiency unit into a one bedroom unit. A resident who rents an efficiency apartment does so with the understanding that the resident in the efficiency apartment will NOT be eligible to move to a one-bedroom apartment.

1. Unit transfers, however, may be allowed under the following circumstances, provided residents submit the requisite documentation to substantiate their request and are in good standing with the property:

- A. **Reasonable Accommodation**, or disability related need for a different unit.

- i. Tenants requesting a reasonable accommodation transfer to another unit will be required to submit a written request for transfer, using a reasonable accommodation request form.
 - ii. Tenants requesting a transfer based on medical condition or need for an accessible unit must provide written evidence of medical necessity. The evidence of medical necessity must come from a qualified third party, such as a physician, licensed health professional, professional representing a social service agency, or disability agency or clinic. The evidence of medical necessity must state in at least broad terms the rationale for the medical necessity. Upon submission of such evidence, the tenant will be prioritized to the next available unit which can assist with the medical problem. The transfer process, including the approval, denial and appeal provisions, is provided in the *Reasonable Accommodation Policy*.

- B. **VAWA Emergency Request**

- i. Tenants claiming VAWA status must certify their status as a victim of a VAWA crime or as a person affiliated with a victim of a VAWA crime using one of the methods of documentation outlined in the Carteret VAWA Policy.

- C. **Household Composition Change**

- i. Tenants requesting a unit transfer due to change in household size (increase or decrease).

- D. Management will maintain an in-house transfer list to ensure that transfers are processed in chronological order by the date the request was received. Transfers will be processed in the following order:

- i. Reasonable accommodation
 - ii. VAWA Emergency Transfer
 - iii. Household Composition Change

- E. Current tenants needing unit transfer will receive priority in unit selection over new applicants.

- F. In order to maximize the use of accessible units by eligible individuals whose disability requires the accessible features of a unit, the Property will try first to make reasonable modifications to the existing unit that will enhance its accessibility, such as the installation of grab bars, lever-type handles, strobe lighting, etc. If, however, the disability requires a more fully accessible unit than can be satisfied with simple modifications to the unit, then management will place the transfer request on the in-house waiting list.

- G. Security Deposit/Pet Fee. When a resident household transfers from one building to another within the community the household will have to re-qualify for occupancy. If possible, Management may transfer the security deposit and pet fee to the new unit. The resident will be billed for any maintenance and/or other charges due for the "old" unit, and any maintenance charges that are incurred will be due 30 days from the date of the billing, unless otherwise approved by Management.

- H. Moving costs shall be paid by tenant *except* that if a tenant household is being moved to a different unit in relation to a reasonable accommodation request or VAWA emergency transfer. In cases where the transfer is due to a Household Composition Change a nonrefundable fee of \$500 is due.

- I. In all instances of unit transfer, a new lease must be executed in order to attach the transferring household to their new unit.

Unit transfers cannot be counted toward the mandatory 40 percent leasing requirement to extremely-low applicants.

VIOLENCE AGAINST WOMEN ACT (VAWA)

The Violence Against Women and Justice Department Reauthorization Act of 2005, as amended, protects residents who are victims of domestic violence, dating violence, sexual assault or stalking from being evicted or terminated from housing assistance based on acts of such violence against them. Management understands that, regardless of whether state or local laws protect victims of domestic violence, dating violence, sexual assault or stalking, people who have been victims of violence have certain rights under the Violence Against Women Act (VAWA). If any resident wishes to exercise the protections provided in the VAWA, he/she should contact Management immediately. The owner/agent is committed to ensuring that the Privacy Act is enforced in this and all other situations. Some key points provided in the Act include:

1. An applicant's or program participant's status as a victim of domestic violence, dating violence, sexual assault or stalking is not a basis for denial of rental assistance OR admission if the applicant otherwise qualifies for assistance or admission.
2. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of a lease or other "good cause" for terminating assistance, tenancy or occupancy rights of a victim of abuse.
3. Criminal activity related to domestic violence, dating violence, sexual assault or stalking by a member of a tenant's household or guest/person under the control of tenant shall NOT be cause for termination of assistance, tenancy or occupancy rights of the victim of the criminal acts.
4. Assistance may be terminated or a lease "bifurcated" in order to remove an offending household member from the home. Whether or not the individual is a signatory to the lease and lawful tenant, if he/she engages in a criminal act of physical violence against family members or others, he/she stands to be evicted, removed, or have his/her occupancy rights terminated. This action is taken while allowing the victim, who is a tenant or a lawful occupant, to remain.
5. The Owner/Agent will consider an Emergency Transfer Request when a person seeking to exercise VAWA protections feels that he/she is (1) in imminent danger or (2) was sexually assaulted on the property within 90 days of the request. Tenant should consult the property *VAWA Policy* or *VAWA Emergency Transfer Plan* for additional information.

Notwithstanding VAWA, Management may terminate tenant's tenancy under the lease if it can demonstrate an "actual or imminent threat" to other tenants or those employed at or providing service to the property if the tenant's tenancy is not terminated.

Management will not assume that any act is a result of abuse covered under VAWA. To receive the protections outlined in VAWA, the applicant/resident must specify that he/she wishes to exercise these protections.

When Management responds to a claim of protected status under VAWA, it will request, in writing if appropriate, that an individual document the occurrence of the domestic violence, dating violence, sexual assault or stalking. The individual claiming rights under VAWA has the option to complete, sign, and submit any appropriate HUD-approved certification form, or chose a different method of documentation of the abuse to verify his/her status as a victim of domestic violence. The resident will have fourteen (14) calendar days to submit the form or provide another form of documentation. If the resident fails to provide the information requested, none of the protections afforded to the victim of domestic violence, dating violence, sexual assault or stalking by VAWA will apply. Management would therefore be free to evict, or to terminate assistance, in the circumstances authorized by otherwise applicable law and lease provisions, without regard to the provisions made by VAWA. The property, at its discretion, may provide assistance to an individual based solely upon the individual's statement or other corroborating evidence.

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

The owner/agent shall not coerce, intimidate, threaten, or interfere with, or retaliate against, any person in the

exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any rights or protections under the Violence Against Women Act including:

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

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

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

To learn more about the policies and procedures regarding VAWA, applicants/residents should consult the Violence Against Women Act (VAMA) Policy adopted by the project and posted in the site office.

PRIVACY POLICY

It is the policy of the property to guard the privacy of individuals to ensure the protection of such individuals' records maintained by the property. Therefore, the property shall not disclose any personal information contained in its records to any person or agency unless the individual about whom such information is requested provides written consent to such disclosure (as permitted in the Authorization for Release Information Form).

This privacy policy in no way limits the property's ability to collect needed information to determine eligibility and to compute rent.

Consistent with the intent of Section 504 of the Rehabilitation Act of 1973, any information obtained on the handicapped or disability of an individual will be treated in a confidential manner.

SECTION 504 & FAIR HOUSING COMPLIANCE

It is our policy to provide housing on an equal opportunity basis in compliance with all applicable nondiscrimination and equal opportunity laws, including without limitation the following laws, as amended from time to time: Title VI of the Civil Rights Act of 1964; Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988); Executive Order 11603; Section 504 of the Rehabilitation Act of 1973; The Age Discrimination Act of 1975; Americans with Disabilities Act of 1990; and The Florida Fair Housing Act.

In carrying out this Tenant Selection Plan, the Owner will not discriminate against any person because of Race, Color, Religion, Sex, Disability, Familial Status, National Origin, Sexual Orientation, Gender Identity or Marital Status.

1. The property shall not...
 - A. Deny any family the opportunity to apply for housing, nor deny any eligible applicant the opportunity to lease housing suitable to its needs;

- B. Provide housing which is different from that provided to others;
- C. Subject a person to segregation or disparate treatment;
- D. Restrict a person's access to any benefit enjoyed by others in connection with the housing program;
- E. Treat a person differently in determining eligibility or other requirements for admission;
- F. Deny a person access to the same level of services; or
- G. Falsely deny the availability of a unit.

2. **Applicant(s)/Resident(s) with Disabilities or Limited English Proficiencies and Reasonable Accommodations.**

The Owner will make reasonable accommodations in policies or reasonable modification of common or unit premises for all applicants/residents with special needs – including those who are physically challenged, hearing or visually-impaired, or with limited English proficiency – who require such changes to have equal access to any aspect of the application process or to the housing community and its programs and services. The Owner will, for example, arrange for sign language interpreters or other communication aides for interviews during the application process. In addition, the property may add special design features to a unit, such as additional grab bars in the bathtub/shower, specially designed hand-held shower, strobe lighting, etc. In reaching a reasonable accommodation with, or performing modifications for, otherwise qualified individuals with special needs, the property is **not** required to:

- A. Make alterations that require the removal or alteration of a load-bearing structural member;
- B. Provide an elevator for achieving accessibility;
- C. Provide support services that are not already part of its housing programs;
- D. Take action that would result in a fundamental alteration of the nature of the program's service;
- E. Take any action that would result in an undue financial administrative burden for the property.

To learn more about the policies and procedures regarding reasonable accommodations under the Fair Housing Act, applicants/residents should consult the *Reasonable Accommodation Policy* adopted by the project and posted in the site office.

Appointments for an application or for reasonable accommodations, including materials in alternate formats, may be made by contacting the site office.

GRIEVANCE/APPEAL PROCEDURE

Applicants who believe they have been discriminated against or treated unfairly or who dispute a decision made by Management in the application process may file a complaint in accordance with the property's Section 504 Grievance Procedure. An applicant or resident may, at any time, exercise his/her right to appeal a decision or file a complaint through the HUD-FHEO office at:

40 Marietta Street, Atlanta, GA 30303

Phone: 1-800-440-8091 • Fax: 1-404-331-1021 • TTY: 1-404-730-2654



Persons with disabilities or limited English proficiency may request a reasonable accommodation to assist them with the Grievance/Appeal Process.

UPDATING THE TENANT SELECTION PLAN

Management reserves the right to amend this Tenant Selection Plan from time to time when it is reasonably necessary to ensure that it accurately reflects current operating practices, program priorities, and HUD requirements.