APPLICATION FOR OCCUPANCY

mercy HOUSING
Live in Hope

Site Name: Bluff Lake Apartments
Leasing Office Address: ☐ Mark if Temporary 10425 E. 31st Avenue Denver CO 80
Leasing Office Ph#: 303.800.9404
Leasing Office Fax#: 1.
Leasing Office Email: BluffLake@mercyhousing.org

For Office Use Only
Date Rcvd: ____________
Time Rcvd: ____________
Rcvd by: ____________
☐ Original ☐ Updated ☐ Add-on
If updated, use original date and time stamps.
HoH Name: ____________
Use to link multiple apps due to addt'l adults

COMPLETED FORMS CAN BE SUBMITTED VIA FAX OR DROPPED OFF DURING BUSINESS HOURS:

Monday - Friday 8:30AM to 5:30PM

This document is used to provided to households who are applying for an available unit. Each adult household member must complete their own application.

☑ Please note- if this box is checked, then the community is non-smoking.

ADDITIONAL PROTECTION FOR INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY

Executive Order 13166 requires all recipients of federal funds to take reasonable steps to ensure that persons with limited English proficiency (LEP persons) have meaningful access to federal programs and activities. In response to this executive order, this community has created a Language Access Plan which details the steps taken to ensure meaningful access including but not limited to providing for oral translation services for applicants who need language assistance. Copies of the Language Access Plan are available for review in our leasing office.

Please complete one application per adult household member.

Basic Details about yourself:

1. Legal/Birth Name of this Applicant: ____________
2. Preferred Name (if different): ____________
3. Phone #(s): ____________
4. Email Address(es): ____________
5. How many people will reside in the unit? ____________
6. What unit size are you requesting?
7. We ask questions about marketing, so we know the best way to advertise to people. How did you find our apartment community? ☐ Newspaper Ad; ☐ Drove by; ☐ Resident Referral;
   ☐ Website;____________ ☐ Other;____________

☐ Yes ☐ No 8. Does your household have animals/pets?
   a. If yes, what kind of pets?
      ☐ Cat(s), How many ______; ☐ Dog(s), How many ______;
      ☐ Other, # of ______ and Type of ____________

☐ Yes ☐ No 9. Will this apartment be your sole place of residency?

☐ Yes ☐ No 10. Have you been involuntarily displaced by Government Action or a Presidentially Declared Disaster?

Mercy Housing Management Group is an equal opportunity housing provider abiding by the Federal Fair Housing Ordinance. We do not discriminate based on race, color, religion, creed, national origin, sex, age, familial status, AIDS/HIV status, ancestry, gender identity, height, weight, pregnancy status, source of income, sexual orientation or disability. This institution is an equal opportunity provider.

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☐ Yes ☐ No 11. Are you a U.S. Veteran and/or in Active Duty? (Optional)

a. If yes, can you tell us which branch? (Optional) ____________________

☐ Yes ☐ No 12. Do you have an existing Section 8 voucher?

GENERAL DISCLOSURES:

The information you provide on this application will be treated as confidential. This application gives no lease or rental rights. It includes both information necessary for determining your eligibility for housing and information required for statistical purposes. If you and your household appear to be eligible, you will need to submit additional information to complete the processing of this application. All information you provide will be verified by Mercy Housing Management Group. Incomplete and/or falsified information will cause the application to be denied and not processed.

Discrimination Prohibited: The landlord will not discriminate based upon race, color, religion, creed, national origin, sex, age, familial status, or disability. In addition, our housing programs are open to all eligible persons regardless of sexual orientation, gender identity, marital status, and ancestry. Owners shall accommodate persons with disabilities who, as a result of their disabilities, cannot utilize the owner's preferred application process by providing alternative methods of taking applications.

Any general information included as part of an individual household member's records will be made accessible between departments. Other information not routinely in a household's records may be shared between professional staff on a need-to-know basis at the discretion of the department or site head staff person. Information, which involves criminal acts, including use of physical force, offenses against other persons, child abuse and neglect, etc., will be automatically reported to appropriate authorities as required by law.

13. **Household Composition**: Tell us a little bit about the people who will live with you – include yourself as the first household member. Add more pages if you need to list more people

HHMBR Name	Relationship to you	Gender*	Married? (Y/N)	Birthdate	Student? (Y/N)	**Social Security #
	MYSELF					
					Total number of people:	

*You may decline to provide your gender information

**Not Required: Information from applicants who do not contend eligible immigration status, who were age 62 or older as of January 31, 2010, and who do not have a SSN, if they were receiving HUD rental assistance at another location on January 31, 2010.

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14. Please use the table below to record the names of any minors for which you are the parent or for whom you have guardianship, that will reside in the home. Add more pages if you need to list more people:

Name of Child or Minor	Relationship to you	Will both parents reside in the unit? (Y or N*)	Do you have 50% or more custody? (Y or N)	Birthdate

*If only one parent will reside in the home, a child support affidavit will be required. If you have guardianship instead, we may request additional documentation.

☐ Yes ☐ No 15. Do you anticipate a change in household composition (i.e., addition of adult household member, household member moving out, birth or adoption of child, etc.) in the next 12 mths?

a. If yes, please explain:

Employment Status: Please provide details on your employment. Add more pages if you need to list more employers

☐ Yes ☐ No 16. Are you employed?

☐ N/A 17. If unemployed within last year, enter last day worked:______________________

a. ☐ Yes ☐ No If unemployed, have you received employment income in the past 12 mths?

b. If yes, from what source(s)? ____

c. If unemployed, why? (IDAHO only) ____

Questions	Job 1	Job 2	Job 3
18. If you are currently employed, where?			
19. What is your occupation, or type of work?			
20. What was your start date?			
21. How much are you paid?	$	$	$
22. Are you paid per (circle one):	Hrly/ Wkly/ Mnthly Yrly / Other______	Hrly/ Wkly/ Mnthly Yrly / Other______	Hrly/ Wkly/ Mnthly Yrly / Other______
23. How many hours do you work per week?			
24. Do you receive tips?	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
a. If yes to tips, approx. how much do you receive per week (cash and credit)?	$	$	$
25. Have you worked sporadically or seasonally?	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
26. Name of Manager:			
27. Phone # or email of Manager:			

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Address: The Resident Selection Criteria or Tenant Selection Plan for this property will outline the provisions that will be evaluated to determine prior history as a tenant. Tell us about where you have been living. Add more pages if you need to list more residences.

Questions	Current Residence	Previous Residence
28. Address of residence:		☐ Mark if previous
29. Dates of Occupancy (mm/yy – mm/yy):		
30. Do you:	☐ Own ☐ Rent ☐ No Cost	☐ Own ☐ Rent ☐ No Cost
31. If you rent, name of Landlord or Apt building:		
32. If you rent, Ph# or Email of Provider/Landlord:		
33. If you rent, what is the rent amount?		
34. Where you evicted or is eviction pending?	☐ Yes ☐ No ☐ N/A	☐ Yes ☐ No ☐ N/A
a. If so, why?	☐ N/A	☐ N/A

35. Below, please provide a complete list of all states in which you or any other household member has resided.
You:

Other HHMBRs:

Background: The Resident Selection Criteria or Tenant Selection Plan for this property will outline the background provisions that will be evaluated.

☐ Yes ☐ No 36. Have you ever been convicted of a felony or do you have a criminal history?
a. If yes, please explain:

☐ Yes ☐ No 37. Are you or anyone in your household subject lifetime registration requirement under a State Sex Offender Registration Program?

☐ Yes ☐ No 38. Have you been evicted in the last three years from federally-assisted housing for drug related criminal activity?

☐ Yes ☐ No 39. Has your tenancy or government assistance in a subsidized housing program ever been terminated for fraud, non-payment of rent, or failure to comply with recertification procedures?

☐ Yes ☐ No 40. Do you currently engage in the illegal use of drugs or your/their behavior from this illegal use interferes with the health, safety, and right to peaceful enjoyment of the property by other residents?

☐ Yes ☐ No 41. Has your behavior, from abuse or pattern of abuse of alcohol, interfered with the health, safety, and right to peaceful enjoyment by other residents?

VOLUNTARY Reasonable Accommodation Requests: We are committed to ensuring that our residents and applicants have equal access to use and enjoy your apartment and related facilities. You are <u>not required</u> to furnish this information, but are encouraged to do so. This information will <u>not be used in evaluating your application or to discriminate against you in any way</u>.

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☐ Yes ☐ No 42. Would you or a household member like to request a disability related special accommodation or would you or a household member need accessible features in your unit?

a. If yes, what accommodations do you need, or would you like us to make?

☐ Service/Assistance Animal ☐ Live in Aide ☐ Part time/overnight caregiver ☐ Parking space
☐ ADA Unit ☐ Grab Bars ☐ Other:

b. If you are requesting a live in aide, please provide the name of the person who will serve as the live in aide:

43. **VOLUNTARY Emergency Contact Information**: You may update, remove, or change the information you provide on this form at any time. Management will remind you to update this form annually at your recertification. You are encouraged to list at least one emergency contact but you may add additional pages for additional contacts.

Emergency Contact - Permission to Enter Unit: ☐ Yes ☐ No

Name: ______________________ Relationship to Household: ______________________

Contact Address: ______________________ City, State, Zip: ______________________

Cell Phone #: ______________________ Home Phone #: ______________________

Work Phone #: ______________________ Email Address: ______________________

Please contact this person for the following issues:

☐ Medical Emergencies ☐ Unable to contact household members

ADDITIONAL DOCUMENTATION PROVIDED TO APPLICANT HOUSEHOLD:

☒ Resident Selection Criteria/ RSC/TSP Addendum
☒ Notice of Occupancy Rights Under VAWA
☒ Notice of Reasonable Accommodation Modification
☐ Tenant Eligibility Certification- Questionnaire (for all move ins, adult add-ons, transfers or ARs)
☐ Demographics Collection Forms (as applicable)
☐ ~~Pricing Sheet/Welcome Letter~~
☒ Grievance Policy

DISCLOSURES AND CERTIFICATION

Any general information included as part of an individual household member's records will be made accessible between departments. Other information not routinely in a household's records may be shared between professional staff on a need-to-know basis at the discretion of the department or site head staff person. Information, which involves criminal acts, including use of physical force, offenses against other persons, child abuse and neglect, etc., will be automatically reported to appropriate authorities as required by law. I/We am/are applying for housing and state that all information provided herein is true, accurate, and complete to the best of my knowledge and belief. Application includes pages 1 through 6 of this application. The information obtained will be used for management purposes only and will be held in confidence.

APPLICATION ACKNOWLEDGMENT:

Any changes to your income, assets, household composition or student status from the date you signed your application up to the execution of your final documents, must be reported to Mercy Housing Management. **Failure to do so could result in the denial of your tenancy.** If after final documents are executed we discover that changes were not reported, Mercy Housing Management may be required to take steps that could result in eviction.

I am applying for housing and state that all information provided herein is true, accurate, and complete to the best of my knowledge and belief.

Applicant/Resident Head of Household Signature	Applicant/Resident HoH Printed Name	Date

PENALTIES FOR MISUSING THIS CONSENT: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper use of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person, who knowingly or willingly requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than $5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the **Social Security Act at 208 (a) (6), (7) and (8). Violation of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8)**. 6/29/2007

APPLICATION CLARIFICATION NOTES: This section is to be used only to clarify items listed on the application itself.

NOTICE OF RIGHT TO REASONABLE ACCOMMODATION/MODIFICATION

If you have a disability and as a result of your disability you need . . .

- a change in the rules or policies or how we do things that would give you an equal opportunity to use and enjoy the housing and facilities at this housing development or take part in programs on site,
- a change or repair in your apartment or a special type of apartment that would give you an equal opportunity to use and enjoy the housing and facilities at this housing development or take part in programs on site,
- a change or repair to some other part of the housing site that would give you an equal opportunity to use and enjoy the housing and facilities at this housing development or take part in programs on site.

If you can show that you have a disability and if your request is reasonable **(*does not pose "an undue financial or administrative burden")**, we will try to make the changes you request.

We will give you an answer in 10 working days unless there is a need for verification of the request. In that case, the response time is 15 working days unless there is a problem getting the information we need or unless you agree to a longer time. We will let you know if we need more information or verification from you or if we would like to talk to you about other ways to meet your needs.

If we turn down your request, we will explain the reasons and you can give us more information if you think that will help.

If you need help filling out a REASONABLE ACCOMMODATION/MODIFICATION REQUEST FORM or if you want to give us your request in some other way, we will help you.

You can get a REASONABLE ACCOMMODATION/MODIFICATION REQUEST FORM at the Property office or by emailing:

504 Coordinator
Mercy Housing Management Group, Inc.
504adacoordinator@mercyhousing.org
Fax: 877-245-7121
303-830-3300
TTY: 1-800-877-8973 or 711

NOTE: All information you provide will be kept confidential and be used only to help you have an equal opportunity to use and enjoy your housing and the common areas.

**** This legal phrase means if it is not too expensive and too difficult to arrange.***

LIMITED ENGLISH PROFICIENCY (LEP)

Reasonable steps will be taken to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in our services, activities, programs and other benefits. We ensure meaningful communication with LEP applicants and residents and their authorized representatives. Interpreters, translators and other aids needed to comply with this policy shall be provided free of charge to the person being served, and residents and their families will be informed of the availability of such assistance. Language assistance will be provided through use of a contracted telephonic interpretation service, competent bilingual staff, staff interpreters, or formal arrangements with local organizations providing interpretation or translation services or technology.

INTRODUCTION: Bluff Lake is a 92-unit family property. Ninety-one (91) units are governed by the IRS Section 42 Tax Credit Program and the regulations of the U.S. Department of Housing and Urban Development's HOME program as required by the State of Colorado and the City and County of Denver . Forty-six (46) units are designated for homeless, formerly homeless, or at risk of being homeless individuals and families. Of the 46 units, 31 units are under Denver's Road Home program, which is now governed by HOST. Management will be provided by Mercy Housing Management Group (MHM). Finally, we have 10 units that will be covered under a HUD HAP agreement.

I. APPLICATION PROCESS

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

1. Date and time-stamped property received original application and reference number assigned;
2. Date of completion of verification/certification process; and
3. Date of availability for move-in.
4. Statutory Preferences – Displacement: (Bluff Lake)
   - displaced by government action, or a
   - a presidentially-declared disaster

Applications are located at Bluff Lake Apartments, 10425 E 31st Avenue, Denver, CO 80238, or if you are not able to pick up one, we can mail, or email it to you.

B. **Income Limits** - The income limits checked below are for this property and are posted in the Leasing Office (management should mark all that apply):

☒ Extremely Low Income - 30% - (31 units Tax Credit/Denver's Road Home or HUD)
☒ Very Low Income - 40% - (15 units Tax Credit or HUD)
☒ Very Low Income - 50% - (45 units Tax Credit or HUD)

C. **UNIT SIZE/OCCUPANCY STANDARDS** – Households will be accommodated in accordance with the following occupancy standards:

		Minimum	Maximum
1.	One Bedroom	1	3
	Two Bedroom	2	5
	Three Bedroom	3	7

2. The head of household must be eighteen years of age or older, or be an emancipated minor.
3. A Live-In Aide is allowed to live in the apartment due to a reasonable accommodation.

D. **SOCIAL SECURITY CARDS/NUMBERS** - Effective January 31, 2010, August 7, 2013, and March 8, 2016, new social security number requirements apply as follow:

1. Applicants do not need to disclose or provide verification of a SSN for household members to be placed on the waiting list. However, applicants on the Waiting List will be required to disclose and/or provide verification of the SSN for **all** non-exempt members of their household including Live-In Aides, regardless of their age*, who declare themselves to be U.S. citizens, U.S. nationals or eligible non-citizens **before** they can be admitted (excluding Mod Rehabilitation SRO/Homeless Programs). [All current non-exempt residents must disclose SSNs for all household members by their next interim or annual recertification on or after 1/31/10, or termination of tenancy will occur with the appropriate notice.] Applicants who have not provided SSNs for all non-exempt household members including Live-In Aides may remain on the Waiting List (see Waiting List section). However, an otherwise eligible household may not be deemed eligible until all household members have submitted valid SSNs and acceptable documentation to verify the SSN is correct. (Start applying for needed social security numbers/cards as soon as possible.) *Effective 3/8/16, if a child under the age of 6 years is added to the applicant's household within the 6-month period prior to the household's date of admission, the applicant may become a participant (may move in), so long as verification of the SSN for the child is provided within 90 days (from the effective date of the move-in certification) of the child being added to the household. We will extend the deadline an additional 90 days if (1) failure to comply with the SSN requirements was due to circumstances that could not have been reasonably foreseen and were outside the control of the household, and (2) there is a reasonable likelihood that you will be able to disclose a SSN by the deadline.
2. When a current resident family requests to add a new household member, the new household member must meet all other eligibility and screening requirements and must submit the complete and accurate SSN assigned to the resident and to each member of the resident's household including persons under 6 years of age, and a valid SS card issued by the SSA or other verification resources provided by HUD, at the time of the request or at the time the recertification that includes the new household member is processed. We cannot add the new household member until the documentation is provided. If a current resident or applicant requests to add a Live-In Aide to the household, the Live-

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

3. <u>Exemptions are provided for</u>:

a. All participants, regardless of age, who have previously disclosed a valid SSN and have not been issued a new SSN, are exempt from having to re-provide their SSN for duplicative verification.

b. Individuals who do not contend eligible immigration status.

c. Individuals age 62 or older by January 31, 2010, whose initial determination of eligibility must have begun before January 31, 2010: (*i*) The eligibility date is based on the initial effective date of the form HUD-50059 or form HUD-50058, which is applicable; (*ii*) Documentation that verifies the applicant's exemption status must be obtained from the owner of the property where the initial determination of eligibility was determined prior to January 31, 2010. An owner/agent must not accept a certification from the applicant stating they qualify for the exemption; (*iii*) The exception status for these individuals is retained if the individual moves to a new assisted unit under any HUD-assisted program or if there is a break in his/her participation in a HUD-assisted program.

F. VERIFICATION OF CITIZENSHIP AND IMMIGRATION STATUS (*For specific HUD programs only)*

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

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

1. A mixed family includes citizens and/or eligible immigrants and one or more ineligible family member, who may receive prorated assistance, continued assistance, or a temporary deferral of termination of assistance.

2. Families that were receiving assistance on June 19, 1995 under a program covered by the non-citizen rules are eligible for temporary deferral of termination of assistance. If the following applies:

   a. Family has no eligible members; or
   b. Mixed family qualifies for prorated assistance (and does not qualify for continued assistance) and chooses not to accept the partial assistance.

3. Applicants who hold a non-citizen student visa are ineligible for assistance, as are any non-citizen family members living with the student.

4. Non-citizens (except those ages 62 and older) must sign a Verification Consent Form and submit documentation of their status or sign a declaration that they do not claim to have eligible status. Non-citizens age 62 and older must sign a declaration of eligible immigration status and provide a proof of age document. U.S. citizens must sign a declaration of citizenship.

G. ENTERPRISE INCOME VERIFICATION (EIV)

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

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

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

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

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

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

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

1) Minor children where both parents share 50% custody
2) Recipients of HUD assistance in another unit who are moving to establish a new household when other family/household members will remain in the original unit.

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

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

H. **RESIDENCE CRITERIA -** Assisted tenants must have only one residence and receive assistance only in that unit.

1. A family is eligible for assistance only if the unit will be the family's only residence.
2. The owner must not provide assistance to applicants who will maintain a residence in addition to the HUD-assisted unit.

I. **CONSENT AND VERIFICATION FORMS ELIGIBILITY REQUIREMENTS -** Adult members of a family must sign consent forms, and as necessary, verification documents, so that the owner can verify sources of family income and other eligibility or screening requirements. The owner must consider a family ineligible if the adult members refuse to sign applicable consent and verification forms.

J. **HUD STUDENT ELIGIBILITY RULE:** Section 8 assistance shall not be provided to any individual who:

1. 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;
2. Is under 24 years of age;
3. Is not a veteran of the United States Military;
4. Is not married;
5. Does not have a dependent child;
6. Is not a person with disabilities, as such term is defined in section 3(b)(3)(E) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(3)(E) and was not receiving assistance under such Section 8 as of November 30, 2005; or
7. Is not living with his or her parents who are receiving Section 8 assistance; and
8. Is not individually eligible to receive Section 8 assistance **or** has parents (individually or jointly) who are not income eligible to receive Section 8 assistance.

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

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

1. The individual must be of legal contract age under state law.
2. The individual must have established a household separate from parents or legal guardians for a least one year prior to application for occupancy or the individual meets the U.S. Department of Education's definition of an independent student. Independent Student of Title IV aid also includes (in addition to married, veteran, have dependent children):
   a. Be at least 24 years old by December 31 of the award year for which aid is sought;
   b. Be an orphan or a ward of the court through at age of 18 or was an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age or older;
   c. Is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's State of legal residence;
   d. Be a veteran of the Armed Forces of the United States (as defined in

subsection (c)(1) of HEA) or is currently serving on active duty in the Armed Forces for other training purposes;

e. Be a graduate or professional student;

f. Be a married individual;

g. Has legal dependents other than a spouse (for example, dependent children or an elderly dependent parent);

h. The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth (as such terms as defined in section 725 of the McKinney-Vento Homeless Assistance Act, or as unaccompanied, at risk of homelessness, and self-supporting, by—

   (i) a local educational agency homeless liaison, designated pursuant to section 722(g)(1)(J)(ii) of the McKinney-Vento Homeless Assistance Act;

   (ii) the director of a program funded under the Runaway and Homeless Youth Act or a designee of the director;

   (iii) the director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (relating to emergency shelter grants) or a designee of the director; or

      (iv) a financial aid administrator; or

      i. The individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances.

3. The individual must not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations.
4. Review a student's prior year income tax returns to verify the student is independent (except if the student meets the Department of Education definition of "independent student"); and
5. The individual must obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support. In cases where there are divorced parents, a separate certification from each will need to be obtained. This certification is required even if no assistance will be provided.
6. Any financial assistance a student received (1) under the Higher Education Act of 1965, (2) from private sources, or (3) from an institution of higher education that is in excess of amounts received for tuition is included in annual income, except if the student is over the age of 23 with dependent children or if the student is living with his or her parents who are receiving Section 8 assistance.
7. If an ineligible student is a member of an applicant household or an existing household receiving Section 8 assistance, the assistance of the household will not be prorated but will be terminated in accordance with the guidance in the HUD 4350.3.

Vulnerable Youth- An individual who meets the Department of Education's definition of independent student in paragraph b, c, or h. listed above.

Income "included" - *SEC. 215(b) For purposes of determining the eligibility of a person to* *receive assistance under section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f), any financial assistance (in excess of amounts received for tuition and any other required fees and charges) that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except for a person over the age of 23 with dependent children. Financial assistance does not include loan proceeds.*

Amount of annual tuition: Tuition and other required fees include all fixed sum charges that are required of a large proportion of all students. Examples of required fees include, but are not limited to, writing and science lab fees and fees specific to the student's major or program. Expenses related to attending an institution of higher education must <u>not</u> be included as tuition. Examples of these expenses include, but are not limited to, room and board, books, supplies, meal plans, transportation and parking, and other non-fixed sum charges. Owner/agents must verify the amounts of tuition and required fees.

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

K. **TAX CREDIT STUDENT ELIGIBILITY RULE –** We cannot accept a household entirely occupied by full-time students unless one or more of the following criteria are met:

1. The students receive assistance under Title IV of the Social Security Act (Temporary Assistance to Needy Families or TANF, formerly AFDC);
2. The students are enrolled in a job training program receiving assistance under the Job Training Partnership Act or under other similar Federal, State or local laws;
3. The students are single parents with child(ren) or unborn child(ren), and such parents and the child(ren) are not dependents of another individual.
4. The students are married and file a joint tax return or are eligible to file a joint tax return.
5. At least one household member was previously (not currently) under the care and placement responsibility of the State Agency responsible for administering a plan under Part B. or Part E. of Title IV of the Social Security Act (Foster Care).

A full-time student is defined as:

1. Anyone who is currently enrolled in any type of school and the school they attend defines the hours they attend as full time.
2. Anyone who will attend full time any type of school any time in the next twelve (12) months.
3. Anyone who has attended school full time for five (5) months of this calendar year. This does not have to be consecutive. Example 1: If an applicant attends school full time from January 20th through May 13th, this is considered five months. If they attend one day in any month, that counts as a full month.

Example 2: If you attended full time one day in January, one day in February, one day in April, one in June and one in July, you are considered a full-time student until January 1st of the following year.

II. ELIGIBILITY OF A REMAINING MEMBER OF A TENANT FAMILY

A. If the qualifying person leaves the unit, a determination must be made as to whether the remaining household member will be eligible to receive assistance. The following basic requirements for eligibility must be met for a person to qualify as a remaining household member:

1. The individual must be a party to the lease when the family member leaves the unit.
2. The individual must be of legal contract age under state law.

III. WAITING LISTS

A. The Waiting Lists will be maintained according to family size (if family qualifies for more than one size apartment, they will be placed on all waiting lists that apply, at family's request), in date and time-stamped order the application was received, the percentage of area median income the annual income is, and type of unit for applicant households. The Waiting List is open with the understanding that those who are listed are fully informed of its length and the policies/procedures for selecting individuals and updating the list when they apply and are added to the list.

1. If no units are available, an eligible applicant will be placed on a Waiting List.
2. If the existing Waiting List contains so many names that the average wait for a unit is a year or more, the property may decline to accept additional applications. In this case, the Waiting List is "closed". An announcement (via posting in property office, on property voicemail and advertising in local newspapers or publications) will be made when the Waiting List closes and when the Waiting List reopens. The notifications should be extensive, and the rules for applying and the order in which applications will be processed should be stated. Advertisements should include where and when to apply.

- We must ensure that notices of and communications during all meetings are provided in a manner that is effective for persons with hearing, vision, and other communications-related disabilities consistent with Section 504 of the Rehabilitation Act of 1973 (24CFR 8.6), and, as applicable, the Americans with Disabilities Act.
- Advertising and outreach activities must be done in accordance with the applicable fair housing marketing requirements or the HUD-approved Affirmative Fair Housing Marketing Plan (AFHMP), and it must also comply with adopting suitable means to assure that the notice reaches eligible individuals with disabilities and those with limited English proficiency. All advertising and outreach must include the HUD-approved Equal Housing Opportunity logo, slogan or statement. In addition, advertising depicting persons must depict members of all eligible protected classes including individuals from both majority and minority groups, including both sexes.

Advertising and outreach should be to groups other than the typical population of the neighborhood in which the property is located while reaching out to applicants who are least likely to apply because they are not the predominant racial or ethnic group in the neighborhood.

3. The Waiting List shall be updated after the first year, and at minimum, every six months thereafter.

4. Due to the social security number requirements, an applicant may remain on the Waiting List until valid social security numbers and acceptable documentation to verify the social security numbers have been provided for all non-exempt household members including Live-In Aides (See SSN Section for exemptions). If all non-exempt household members including Live-In Aides have not disclosed and/or provided verification of their SSNs at the time a unit becomes available, the next eligible applicant must be offered the available unit. Effective 3/8/16, per HUD's Final Rule, if a child under the age of 6 years is added to the applicant's household within the 6-month period prior to the household's date of admission, the applicant may become a participant (may move in), so long as verification of the SSN for the child is provided within 90 days of the child being added to the household. (Please see Social Security Number section for more details.)

- The applicant who has not provided required SSN information for all non-exempt household members including Live-In Aides has 90 days from the date they are first offered an available unit to disclose/verify the SSNs.
- During this 90-day period, the applicant may retain its place on the Waiting List.
- After 90 days, if the applicant is unable to disclose/verify the SSNs of all non-exempt household members including Live-In Aides, the applicant should be determined ineligible and removed from the Waiting List.

5. Due to the Extremely Low-Income Targeting requirements, when an extremely low-income applicant is needed to achieve targeting requirements (see Income Targeting section on page 1), and the next applicant on the Waiting List has income above the extremely low-income limit, that applicant must be returned to the Waiting List. When we are ready to house an applicant with income above the extremely low-income limit, this applicant can be served. We must make a notation on the Waiting List indicating why this applicant has been returned to the list rather than housed or withdrawn. We will then look for the first extremely low-income applicant on the list needing the appropriate bedroom size and qualifying for the top-ranked preference (This property has a statutory preference).

6. If an applicant is placed on a specific size and/or type unit, but their household composition changes and there is a need for a different size and/or type of unit, the applicant's name will be placed on the appropriate Waiting List by the date of the new determination—not the original application date.

7. Following initial rent-up for each size/type of unit, there will be a Waiting List for each of the following, as applicable:

(a) Current residents who need to transfer to a different unit (See Transfer Policy below);

(b) Outside applicants wishing to move into the property.

B. ADOPTED PREFERENCES FOR HOMELESS INDIVIDUALS - Bluff Lake Apartments has added a preference to thirty-one (31) units for those who are homeless. This preference will include the following:

1. It will be effective May 1st, 2021.
2. Current persons on the waitlist will be notified of the additional preference and how they may apply for the preference. Notice to the waiting list will be done by mail thirty (30) days prior to adoption of the preference.
3. Upon unit turnover of one of the thirty-one (31) designated homeless preference units, vacancies will be offered to a homeless person who is referred to the property.
4. Referrals for available units will be accepted only from the City and County of Denver Department of Housing Stability (HOST). All applicants must comply with current requirements for applicants at the property, including income, age, and criminal/credit screening. Applicants who are denied will be provided with the basis of the denial in writing and offered the opportunity to establish if they are eligible for a reasonable accommodation under the Fair Housing Act.

C. FILLING VACANT UNITS – Applicants are selected from the Waiting List and offered units in the order required by HUD rules and our policies.

1. When a unit becomes available, we will select the next applicant from the Waiting list based on the unit size available, preferences established for the property (This property has a statutory preference), income-targeting policies and requirements, and our screening policies. We will select the first name on the Waiting List for the appropriate unit size (or list of names for units reserved for disabled applicants) and make a final determination of eligibility and suitability for tenancy, using the criteria described in the Applicant Screening section.

2. Applicants will be contacted by telephone in the order as stated above. Applicants who cannot be contacted by telephone will be mailed a notification letter and given ten (10) days to respond to management regarding the available apartment. If the applicant makes no contact or response to management of his/her decision, no further contact will be made to the applicant. The first applicant to complete the process, notifies management of their decision, and pays their rent and deposit, will be offered the unit.

3. If an applicant declines or does not respond to the first offer of an available unit when contacted, his/her name will remain in their current order on the Waiting List. If an applicant declines or does not respond to a second offer of an available unit when contacted, his/her name will be placed on the bottom of the Waiting List. If an applicant declines an apartment a third time, his/her application may be cancelled. Written notification of the attempt to contact, and cancellation of the application, will be mailed to the applicant.

4. We must first lease vacant accessible units to current tenants, and then applicants requiring special physical design features. If there is no current tenant or applicant requiring an accessible unit or its features, a non-physically disabled individual can move into the accessible unit. The non-physically disabled applicant must agree to move to a non-accessible unit at their own expense when there is a tenant or applicant that requires the accessible unit. A

lease addendum (Accessible Unit for Disabled Lease Addendum) will be entered into with the non-physically disabled tenant living in an accessible unit.

IV. TRANSFER POLICY - Transfers from one unit to another type of unit within the property <u>will take</u> <u>precedence over new move-ins</u>, and may be required by management for the following reasons only:

1. If the owner determines that a tenant's current unit is too small or too large as a result of a change in the family's size or composition (See Occupancy Standards), the owner must decide whether to require the tenant to transfer to another unit. The tenant's assistance payment associated with the original unit will not be reduced or terminated until the family has been offered a transfer to a unit of appropriate size and has been given sufficient time (no less than 30 days) to move to the new unit;
2. For a reasonable accommodation to a household member's disability or for a verifiable medical necessity. For example, if a resident requires a wheelchair accessible unit or additional space for medical equipment, a larger unit to accommodate a live-in aide, or any other medical reasons. Transfers that are needed due to a reasonable accommodation will have priority over non-reasonable accommodation transfers;
3. When a household requests to transfer one or more lessees out of an existing household into another unit on the property, the transferring lessee will be treated as a new applicant. He/she must be at least of legal contract age or an emancipated minor, complete an application, and then they will be placed at the bottom of the Waiting List. As any other applicant, they must meet eligibility and qualify as a new move-in by going through the screening process regarding verifying income, criminal and credit history, etc.;
4. For emergency temporary relocation. (If a unit becomes uninhabitable due to a catastrophe, the resident family will be given any open unit for temporary living quarters until their own unit is repaired. An "open unit" is a unit for which the keys are in the possession of the management company.)
5. If a non-physically disabled tenant is living in an accessible unit, and a disabled tenant or Waiting List applicant needs the special physical design features of that unit, the tenant must agree to move to a non-accessible unit at their own expense. Please review Accessible Unit for Disabled Lease Addendum.
6. *(Statutory Requirement)* - Priority for (*previous*) Section 236 units will be given to applicants who have been displaced by government action or a presidentially declared disaster;

Transfer list(s) will be maintained by Unit Size and/or Type, i.e. 2BR Transfer List, or Wheelchair Accessible Unit or 1BR Wheelchair Accessible Unit, etc. Transfer list(s) resident names will be maintained in a date and time order.

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

V. POLICIES TO COMPLY WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, THE FAIR

HOUSING AMENDMENTS ACT OF 1988 AND TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, THE AGE DISCRIMINATION ACT OF 1975, AND EQUAL ACCESS TO HOUSING IN HUD PROGRAMS:

A. **Section 504** prohibits discrimination based upon disability in all programs or activities operated by recipients of federal financial assistance. Although Section 504 often overlaps with the disability discrimination prohibitions of the Fair Housing Act, it differs in that it also imposes broader affirmative obligations on owners to make their programs as a whole, accessible to persons with disabilities. These obligations include the following:

1. Making and paying for reasonable structural modifications to units and/or common areas that are needed by applicants and tenants with disabilities, unless these modifications would change the fundamental nature of the project or result in undue financial and administrative burdens;

2. Operating housing that is not segregated based upon disability or type of disability, unless authorized by federal statute or executive order;

3. Providing auxiliary aids and services necessary for effective communication with persons with disabilities;

4. Developing a transition plan to ensure that structural changes are properly implemented to meet program accessibility requirements *(for properties built before June 1988)*; and

5. Performing a self-evaluation of the owner's program and policies to ensure that they do not discriminate based on disability;

6. Operating their programs in the most integrated setting appropriate to the needs of qualified individuals with disabilities;

7. Allowing a larger apartment to accommodate a Live-In Aide (Aides must pass the same criminal criteria as a new move-in would).

Furthermore, the Section 504 regulations establish affirmative accessibility requirements for newly constructed or rehabilitated housing, including providing a minimum percentage of accessible units. In order for a unit to be considered accessible, it must meet the requirements of the Uniform Federal Accessibility Standards (UFAS).

1. Units designed specifically for individuals with a physical impairment:

    a. For this development, "physical impairment" is defined as mobility impairment which necessitates the permanent use of a wheelchair. For all units designed specifically for wheelchair accessibility, priority will be given to those applicants needing such modifications;
    b. Priority will be given to households where a member is required to use a wheelchair;

    c. If there are not enough such households to fill all specially equipped units, owners may give preference to households with members whose physical or mobility impairment would be eased by the design of the accessible unit.

2. Units designed for individuals with a hearing or vision impairment:

   a. For all units designed specifically with hearing and/or vision features, priority will be given to those applicants and households where a member is in need of such modifications.

B. **The Fair Housing Act** prohibits discrimination in housing and housing-related transactions based on race, color, religion, sex, national origin, disability, or familial status. It applies to housing, regardless of the presence of federal financial assistance.

C. **Title VI of the Civil Rights Acts of 1964** prohibits discrimination on the basis of race, color or national origin in any program or activity receiving federal financial assistance from HUD.

D. **The Age Discrimination Act of 1975** prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance. It is not a violation of the Act to use age as screening criteria in a particular program if age distinctions are permitted by statute for that program or if age distinctions are a factor necessary for the normal operation of the program or the achievement of a statutory objective of the program or activity.

E. **Protections Provided Based on Sexual Orientation, Gender Identity or Marital Status:** *Equal Access to Housing in HUD Programs – Regardless of Sexual Orientation, Gender Identity (including Gender Expression) or Marital Status* - The Owner/Agent will comply with the requirements established in the Final Rule which ensures that HUD's core housing programs are open to all eligible persons regardless of sexual orientation, gender identity or marital status in any phase of the occupancy process. No Owner/Agent or administrator of HUD-assisted housing may inquire about the sexual orientation or gender identity of an applicant or occupant for purposes of determining eligibility. HUD further revises generally applicable definitions as follow:

[a] The term "Family" includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity or marital status:

[i] A family with or without children (a child who is temporarily away from home because of placement in foster care is considered a member of the family);

[ii] An elderly family;

[iii] A near-elderly family;

[iv] A disabled family;

[v] A displaced family; and

[vi] The remaining member of a tenant family.

[b] The term "gender identity" means actual or perceived gender-related characteristics.

[c] The term "sexual orientation" means homosexuality, heterosexuality or bisexuality.

Even though HUD does not create an additional protected class under the Fair Housing Act or the Civil Rights Law, housing discrimination based on sex may still be covered by the Fair Housing Act under the Equal Access Rule.

Persons with disabilities have the right to request reasonable accommodations and to participate in the informal hearing process. The 504 Coordinator for Mercy Housing can be contacted at: 303-830-3300; TTY - 1-800-877-8973/or 711; Fax - 1-877-245-7121; 504adacoordinator@mercyhousing.org.

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

A. **VAWA** protections apply to families applying for or receiving rental assistance payments under the project-based Section 8 program, HUD programs, and other affordable programs. The law protects victims or survivors of domestic violence, dating violence, sexual assault, 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. VAWA also provides that an incident of actual or threatened domestic violence, dating violence, sexual assault, 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 or survivor. Furthermore, criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking is not grounds for terminating the victim's or survivor's tenancy. The Owner/Agent (O/A) will bifurcate (divide a lease as a matter of law) in order to evict, remove, or terminate the assistance of the offender while allowing the victim or survivor, who is a tenant or lawful occupant, to remain in the unit, with RVP approval.

VAWA ensures that victims are not denied housing and housing assistance solely because the person is a victim of a VAWA crime. However, being a victim of a VAWA crime is not reason to change the eligibility or applicant screening requirements set forth in the Resident Selection Plan, unless such requirements interfere with protections provided under VAWA.

For example: Mercy Housing may waive the requirement to review landlord history if the victim has provided necessary documentation to certify their status as a victim and if contacting a previous landlord would put the applicant's location at risk of exposure to the accused perpetrator.

B. **Definitions** – The following definitions are provided as assistance in understanding and implementing VAWA protections. The definitions for domestic violence, dating violence, sexual assault, or stalking and affiliated individual 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, or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

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

Sexual Assault means any proscribed by chapter 109A of Title 18, whether or not the conduct occurs in the special maritime and territorial jurisdiction of the United States or in a Federal prison and includes both assaults committed by offenders who are strangers to the victim and assaults committed by offenders who are known or related by blood or marriage to the victim.

Stalking means (A)(i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; 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.

Affiliated Individual means, with respect to a person: (a) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in the place of a parent to a child (for example, the affiliated person is a child in the care, custody, or control of that individual); or (B) any individual, tenant, or lawful occupant living in the household of that person.

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.

C. **Protections for Victims or Survivors of Domestic Violence, Dating Violence, Sexual Assault, or Stalking** - The law offers the following protections against eviction or denial of housing based on domestic violence, dating violence, sexual assault, or stalking:

1. An applicant's or program participant's status as a victim or survivor of domestic violence, dating violence, sexual assault, 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.

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 the lease or other "good cause" for terminating the assistance, tenancy, or occupancy rights of a victim or survivor of abuse.

3. Criminal activity directly related to domestic violence, dating violence, sexual assault, 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 or survivor 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 or survivor, who is a tenant or a lawful occupant, to remain.

5. The provisions protecting victims or survivors of domestic violence, dating violence, sexual assault, 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 survivor or address the distribution of property in case a family breaks up.

6. The authority to evict or terminate assistance is not limited with respect to a victim or survivor 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 or survivor is an option, VAWA notwithstanding. Ultimately, O/As may not subject victims or survivors to more demanding standards than other tenants.

7. VAWA protections shall not supersede any provision of any federal, state, or local law that provides greater protection for victims or survivors of domestic violence, dating violence, sexual assault, or stalking. The laws offering greater protection are applied in instances of domestic violence, dating violence, sexual assault, or stalking.

D. **Confidentiality** – The Notice of Occupancy Rights under the Violence Against Women Act provides notice to the resident/applicant of the confidentiality of information about a person seeking to exercise VAWA protections and the limits thereof. The identity of the victim and all information provided to the O/A relating to the incident(s) of abuse covered under VAWA will be retained in confidence. Information will not be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is:

1. Requested or consented to by the victim in writing; or
2. Required for use in an eviction proceeding or termination of assistance; or
3. Otherwise required by applicable law.

Mercy Housing will retain all documentation relating to an individual's domestic violence, dating violence, sexual assault and/or stalking in a separate file that is kept in a separate secure location from other applicant or resident files.

Certification – O/As responding to an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking that could potentially have an impact on a tenant's participation in the housing program may request in writing that an individual complete, sign, and submit within 14 business days of the request, the HUD-approved VAWA certification form.

Alternately, in lieu of the certification form or in addition to it, O/As may accept a) a federal, state, tribal, territorial, or local police record or court record or b) documentation signed and attested to by a professional (employee, agent or volunteer of a victim service provider, an attorney, medical personnel, etc.) from whom the victim or survivor has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking or the effects of the abuse. The signatory attests under penalty of perjury (28 U.S.C. § 1746) to his/her belief that the incident in question represents bona fide abuse, and the victim or survivor of domestic violence, dating violence, sexual assault, or stalking has signed or attested to the documentation.

The victim is not required to name his/her accused perpetrator if doing so would result in imminent threat or if the victim does not know the name of his/her accused perpetrator.

E. **Tenants Rights and Responsibilities** – Tenants and family members of tenants who are victims or survivors of domestic violence, dating violence, sexual assault, or stalking are protected by VAWA from being evicted or from housing assistance being terminated because of the acts of violence against them.

If requested, tenants are required to submit to the O/A, a completed Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066 *(currently, a new Certification form is in use until HUD notification)*, or other supporting documentation as described in D., above, within 14 business days of the O/A's request, or any extension of that date provided by the O/A. If the certification or other supporting documentation is not provided within the specified timeframe, the landlord may begin eviction proceedings.

If the tenant has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking from a federal, state, tribal, territorial jurisdiction, local police or court, the tenant may submit written proof of this outreach.

It is possible for someone lawfully occupying the unit, who is also a victim or survivor, to be evicted or removed from the home. If the victim or survivor commits separate criminal activity, a landlord may evict them for engaging in crime. Furthermore, if a victim or survivor poses "an actual and imminent threat to other tenants or those employed at or providing service to the property," they could be evicted, despite VAWA. Of paramount consideration within VAWA is that the landlord may not hold the victim or survivor to a more demanding standard than other tenants.

Victims are encouraged to seek police/legal protection from their accused perpetrator.

In some cases, we may file a restraining order against the accused perpetrator to prevent the accused perpetrator from entering the property.

VII. APPLICANT SCREENING

A. Initial Interview – All household members should be present at the initial interview, but must be present prior to the time of Initial Certification/Move-In.

At the scheduled interview, all eligibility factors will be explained to the applicants, with particular emphasis on the Applicant Screening Requirements. During the interview, the staff person will do the following:

- Clarify any information provided by the applicant;
- Income qualification verification: soliciting third-party verification from all sources in order to determine annual household income (the maximum income levels apply to this program), and all assets, including bank accounts;
- Make copies of proof of citizenship, photo identification, i.e. Driver's License or state I.D. card, and social security card or other acceptable form of verification, and birth certificates for children under the age of 18 years of age;
- Answer any questions the applicant may have.

B. Screening Criteria

It is the policy of Mercy Housing Management Group to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the property or on the quality of life for its residents. As a part of the final eligibility determination, Mercy Housing Management Group will screen each applicant household to assess suitability. The same criteria will be used to screen new move-ins as well as Live-In Aides and new additions to an existing household. Police officers and other security or management personnel that reside in subsidized units must also pass the same screening criteria as other applicants. Factors to be considered in the screening are housekeeping habits, care of property, rent paying habits and credit records, prior history as a tenant, household income, and criminal records. Following is a description of each of these factors and the method of verification to be employed:

Housekeeping and Care of Property

Staff will request phone references from the applicant's current landlord and previous landlords for the past two (2) years. Based upon these verifications, the staff will determine if the applicant is able and willing to maintain an apartment in a clean and sanitary manner, refraining from damaging the unit.

The applicant will not be held accountable for conditions which are or could be the responsibility of the property owner, or conditions which are otherwise not within the control of the applicant to remedy.

Rent Paying Habits and Credit History – Management will initiate an eviction history and credit report, at no charge to applicant. The applicant shall be notified of such action in advance.

Staff will request phone references from the applicant's current landlord and former landlords for the past two (2) years. Based upon these verifications, the staff will determine if the applicant(s) paid rent on time, took care of the unit, and if the landlord would rent to them again. If the landlord provides a good reference, Staff will move forward with the application process. If the landlord provides a negative reference, Staff will request a written reference from the Landlord.

A currently <u>open bankruptcy</u> proceeding of any of the household members will be considered a disqualifying condition.

Applicants who have failed to pay amounts due or failed to reach a satisfactory agreement to pay rent owed to a landlord will also be considered ineligible.

It is the applicant's responsibility to demonstrate utilities can be put in their name. Applicants who cannot have utilities put in their name will be considered ineligible.

If there is a finding of any kind which would negatively impact an application, the applicant will be notified in writing. The applicant then shall have 14 calendar days in which such a filing may be appealed to staff for consideration.

Applicants will not be considered to have a poor credit history when they were delinquent in rent because they were withholding rent due to substandard housing conditions in a manner consistent with local ordinance; or had a poor rent paying history clearly related to an excessive rent relative to their income, and responsible efforts were made to resolve the non-payment problem.

Applicants who have resided in homes they owned during the prior three years or more can provide proof of timely mortgage, insurance or property tax payments in order to demonstrate their ability to meet the financial requirements of the lease.

<u>Criminal Records Check and Eviction Check</u>

Staff will hire a contractor to run a credit check and criminal background check on all applicants and it will check court records for evidence of evictions or judgments against the applicant and evidence of criminal convictions. The purpose of these checks is to obtain information on the applicant's past history of meeting financial obligations and future ability to make timely rent payments and to abide by the federal laws regarding the prohibition of admitting any applicant with specific criminal activity including drug-related activity.

Our Consumer Reporting Agency is Credit Retriever, which can be contacted at Leasing Desk Screening consumer dispute lines below:

<u>LeasingDesk Screening</u>	<u>Equifax</u>	<u>Transunion</u>
2201 Lakeside Blvd.	P.O. Box 105873	P.O. Box 2000

Richardson, Texas 75082 (866) 934-1124 http://www.realpage.com/consumer-dispute	Atlanta, GA 30348 (800) 685-1111	Chester, PA 19022 (800) 888-4213

VIII. DENIED APPLICATIONS

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

- Any household containing a member(s) who was evicted in the last three (3) years from federally assisted housing for drug-related criminal activity. To be admitted, the household member would have to provide the following;

  1) Proof of successful completion of an approved supervised drug rehabilitation program; or
  2) Proof that the circumstance leading to the eviction and/or conviction no longer exists for at least one (1) year.

- A household in which any member is currently engaged in illegal use of drugs 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;
- Any household member who is subject to a nationwide sex offender lifetime registration requirement will <u>not</u> be admitted under any circumstances*; and
- Any household member if there is a reasonable cause to believe that member's behavior, from abuse or pattern of abuse of alcohol, may interfere with the health, safety, and right to peaceful enjoyment by other residents. The screening standards are based on behavior, not the condition of alcoholism or alcohol abuse.
- The Controlled Substances Act (CSA) categorizes marijuana as a Schedule 1 substance and therefore, the manufacture, distribution, or possession of marijuana is a federal criminal offense. The CSA prohibits all forms of marijuana use (medically or recreationally), even if it is permitted under state law. Marijuana is not permitted in the units, common areas, or on the property. Admission to this property will be denied if the owner has reasonable cause to believe that the illegal use may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents, and current resident households can have their tenancy or assistance terminated by the owner for illegally using a controlled substance.

Note: *Failure to respond to the question of whether the applicant or any household member is subject to a lifetime state sex offender registration program in any state may jeopardize the approval of the application.
A background criminal check is conducted to determine that applicants and/or members of an applicant's household have:

- No record of non-violent convictions within the past two (2) years.

- No record of violent convictions within the past four (4) years.
- No record of felony arson convictions.
- No record of criminal sexual convictions.
- No record of terrorist convictions.

2. Applicants may be denied for any of the following:

(a) Failure to present all members of the family at the full family interview, except for hospitalization, medical reasons, emergency, etc., (or some other time acceptable to management) prior to completion of Initial Certification;

(b) Blatant disrespect or disruptive behavior toward management, the property or other residents exhibited by an applicant or family member any time prior to move-in (or a demonstrable history of such behavior);

(c) A negative landlord or other reference, encompassing failure to comply with the lease, poor payment history, poor housekeeping habits, or evictions for cause including current notices to pay or quit;

(d) Open bankruptcy proceedings, or an applicant's inability to get utilities in their name;

(e) Falsification of any information on the application;

(f) Eligibility income exceeding the maximum allowed;

(g) Household characteristics that are not appropriate for the specific type of unit available at the time, or the household is of a size not appropriate for the available unit sizes;

(h) Family members who do not declare citizenship or noncitizenship status, or sign a statement electing not to contend noncitizenship status. (An application may be revised to exclude proposed family members who do not declare citizenship or eligible noncitizenship status); *[RD program excluded]*;

(i) Failure to meet the Student Eligibility Rule;

(j) Failure to update application for the Waiting List within specified time when notified;

(k) Other good cause: including, but not limited to, failure to meet any of the selection criteria in this document;

(l) Failure to disclose and provide acceptable documentation to verify the valid SSNs of **all** non-exempt household members including Live-In Aides within 90 days of first being offered an available unit (excluding Section 8 Mod SRO/Homeless Programs);

(m) Failure to provide photo identification for adults 18 years of age or older;

(n) Failure to provide birth certificates for household members below 18 years of age;

(o) Does not sign and submit verification consent forms or the Authorization for Release of Information (forms HUD-9887 and HUD-9887-A);

(p) Declines an apartment offer after being contacted three times;

(q) Consideration may be given for extenuating circumstances where this would be required as a reasonable accommodation when determining the acceptability of tenancy. Persons with disabilities have the right to request reasonable accommodations to participate in the informal hearing process.
An example of extenuating circumstances for a disabled applicant would be that the Manager received a negative landlord reference that said the applicant's home was unclean and unsanitary and therefore, the applicant was rejected.

The applicant informs the Manager that s/he has a disability and their relative cleaned their home and will clean their home one day per week, and asks for a re-inspection, from their current landlord, if possible. The home is found clean and sanitary, and the Manager is aware the relative will clean one day per week. This could be considered a reasonable accommodation. An example of extenuating circumstances for a non-disabled applicant would be if the applicant had always paid their rent on time, but then became ill or were injured and couldn't get to the office to pay their rent on time. The applicant arranged for a relative to take their rent check to the office by the due date and believes they will be able to pay the rent on time. The Manager would verify that the applicant paid their rent on time prior to the illness or injury, and if so, the application could be reconsidered.

IX. FINAL ELIGIBILITY DETERMINATION

Staff will make a final eligibility determination on each applicant only after all factors have been adequately verified including household's annual income. Eligible applicants will be notified in writing of their status and given an approximate date when they can expect to receive an offer of a unit. Ineligible applicants will be notified in writing of their ineligibility and the reason, and informed of their right to an informal review.

Once final eligibility is determined, the staff will proceed to calculate the rent, execute lease documents, and assign the next unit available for which the household has been deemed eligible.

Applicants determined ineligible for admission by staff may respond in writing or request an informal review of the determination. They must make the request within 14 days of the date of the notice of ineligibility. Persons with disabilities have the right to request reasonable accommodations to participate in the informal hearing process. Management's consideration of extenuating circumstances during the initial screening process will be consistent with all applicable civil rights obligations, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, and will ensure that any decisions made will not disproportionately impact applicants and tenants based on race, color, national origin, or disability.

Within 5 days of receiving the request, the staff must schedule the review and notify the applicant of the place, date and time.

Informal reviews will be conducted by an impartial review officer who had no involvement in the ineligibility determination. The review officer will be selected by the Area Director of Operations. The applicant may bring to the review any documentation or evidence he/she wishes and the evidence along with the data compiled by staff will be considered by the review officer.

The review officer will make a determination based upon the merits of the evidence presented by both sides. Within 5 business days of the date of the review or response, the review officer will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

X. OCCUPANCY PROTECTION FOR HUD-ASSISTED HOUSEHOLDS IN PROPERTIES WITH LOW-INCOME HOUSING TAX CREDITS (LIHTC):

Owner/Agents may not terminate HUD-assisted tenants who do not meet LIHTC eligibility guidelines. Owners may only terminate tenancy in limited circumstances as prescribed by HUD regulations and by the terms of the lease and must follow HUD and state/local procedures. Termination for reasons other than those permitted by HUD are prohibited. The lease agreement details the grounds for termination of tenancy which do not include failure to meet LIHTC requirements, including LIHTC-specific income and student eligibility rules.

Should an assisted household become over-income and no longer eligible to receive HUD subsidy, i.e. it is determined at annual or interim recertification that the tenant has the ability to pay the full contract rent or market rent, the owner will terminate the housing assistance. However, in accordance with the lease agreement, the tenant retains all other rights under the lease, including the right to occupy the unit.

XI PETS – A Pet Deposit and Pet Agreement are required. (An Assistance Animal is not a pet)
Pets are not permitted.
Assistance Animal(s) are allowed with appropriate verification. Please review the Reasonable Accommodation and Modification Policy.

XII. MODIFICATION OF THE RESIDENT SELECTION CRITERIA PLAN

This Resident Selection Criteria Plan will be reviewed annually to ensure that it reflects current operating practices, program priorities and HUD requirements. If this Resident Selection Criteria Plan is substantially updated, you may be notified.

I certify that I have been given an opportunity to review the Resident Selection Criteria for housing at Holly Park Apartments.

____
Applicant Date

____
Applicant Date

____
Applicant Date

____
Applicant Date

Bluff Lake Apartments

RESIDENT SELECTION CRITERIA | HOTMA Addendum

Applies to LIHTC programs at this site as of: 7/1/2025

Applies to HUD programs at this site as of: 1/1/2026

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I DISCLOSURE

This document functions as an addendum to the property's primary Resident Selection Criteria/ Tenant Selection Plan. Project specific details such as set asides, AMI limits and leasing preference are contained within each project's primary Resident Selection Criteria/ Tenant Selection Plan. This addendum contains provisions that will apply to multiple affordable housing programs. Policies that are specific to EIV, will only apply to sites that have HUD funding. These EIV provisions will not be formally implemented unless this property has implemented use of TRACS 203A compliance software.

I NON-DISCRIMINATION

A. Equal Opportunity Housing

This community fully adheres to applicable federal, state, and local fair housing and civil rights laws, which provide that it is illegal to discriminate against any person due to race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, physical or mental disability, genetic information, age or any other arbitrary personal characteristic in all housing related activities.

If an applicant believes that they have been discriminated against or treated unfairly in the application process, they may contact us in writing at 1600 Broadway Ste 2000, Denver CO, 80202

NOTE: Should a household member have a disability which prevents the household from submitting their concern in writing, a reasonable accommodation can be made upon request.

B. Additional Protection for Individuals with Disabilities

Management will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504 of the Rehab Act of 1973, Management will make reasonable accommodations or modifications for individuals with handicaps or disabilities (applicants or residents). Such accommodations may include changes in the method of administering policies, procedures, or services at this property where such changes would be necessary to afford full access to the housing program for qualified individuals with handicaps.

In reaching a reasonable accommodation with, or performing structural modifications for, otherwise qualified individuals with disabilities, Management is not required to:

1) Make structural alterations that require the removal or altering of a load-bearing structural member;
2) Provide support services that are not already part of its housing programs;
3) Take any action that would result in a fundamental alteration in the nature of the housing program or service;
4) Take any action that would result in an undue financial and administrative burden on Management, including structural impracticality as defined in the Uniform Federal Accessibility Standards (UFAS).

If the Owner, Management and Project employ 15 or more people, regardless of their location or duties, a Section 504 Coordinator must be designated.

The Section 504 Coordinator for the Project is available at the following:

Email: 504adacoordinator@mercyhousing.org
Telephone: (303) 830-3300
TTY Number: (800) 877-8973 or 8711
Fax: (877) 245-7121

C. **Additional Protection for Individuals with Limited English Proficiency**

Executive Order 13166 requires all recipients of federal funds to take reasonable steps to ensure that persons with limited English proficiency (LEP persons) have meaningful access to federal programs and activities. In response to this executive order, this community has created a Language Access Plan which details the steps taken to ensure meaningful access including but not limited to providing for oral translation services for applicants who need language assistance. Copies of the Language Access Plan are available for review in our leasing office.

II PRIVACY ACT NOTICE

It is the policy of the community to guard the privacy of individuals conferred by the Federal Privacy Act of 1974, and to ensure the protection of such individuals' records maintained by the community.

The applicant's income and other information are being collected to determine his/her eligibility, the appropriate bedroom size, and the amount the applicant household will pay towards rent and utilities. This information may be released to appropriate federal, state, and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. However, the information will not be otherwise disclosed or released, except as permitted by law.

III DEFINITIONS

A. **Accessible Unit**

A unit that is located on an accessible route and when designed, constructed, altered or adapted can be approached, entered, and used by individuals with a physical impairment.

B. **Affordable Unit**

A unit that is designated for reduced income households, that is funded through a regulatory agreement with HUD, or the Internal Revenue Service's Section 42 Low Income Housing Tax Credit Program. Unit must be regulated per applicable regulatory compliance regulations.

C. **Adjusted Income**- HUD ONLY

A family's adjusted income is the family income after any deductions.

D. **Annual Income**

As defined by HUD for use in HUD programs, including HOME and as adopted by the State LIHTC Allocating Agency: Income is defined broadly with an expanded and clarified list of income exclusions. Annual income includes all amounts received from all sources by each adult household member 18 years or older or the head of household or their spouse, plus unearned income by or on behalf of each dependent under 18 years, plus income from assets.

Annual income includes "all amounts received," not the amount that a family may be legally entitled to receive but did not. Annual income also includes all actual anticipated income from assets even if the asset is excluded from net family assets but the income from the asset is not otherwise excluded. Annual income does not include amounts specifically excluded in paragraph (b) of 24 CFR § 5.609. See Attachment 4 (Income Exclusions)

For initial occupancy/assistance and interim reexaminations, Management must estimate the household income for the upcoming 12-month period using current income. For all annual reexaminations, Management must determine the household income for the previous 12-months unless using a streamlined income determination, taking into account any redetermination from an interim reexamination and any unaccounted for income changes.

Income from the following household member types will be excluded: foster children, foster adults, live-in aides, guests, guarantors, and lease co-signers or active military members who are not head, co-head, or spouse.

E. Assets

As defined by HUD for use in HUD programs, including HOME and as adopted by the State LIHTC Allocating Agency: The net value of the family's assets is used in the determination of eligibility. Net family assets is defined as, the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.

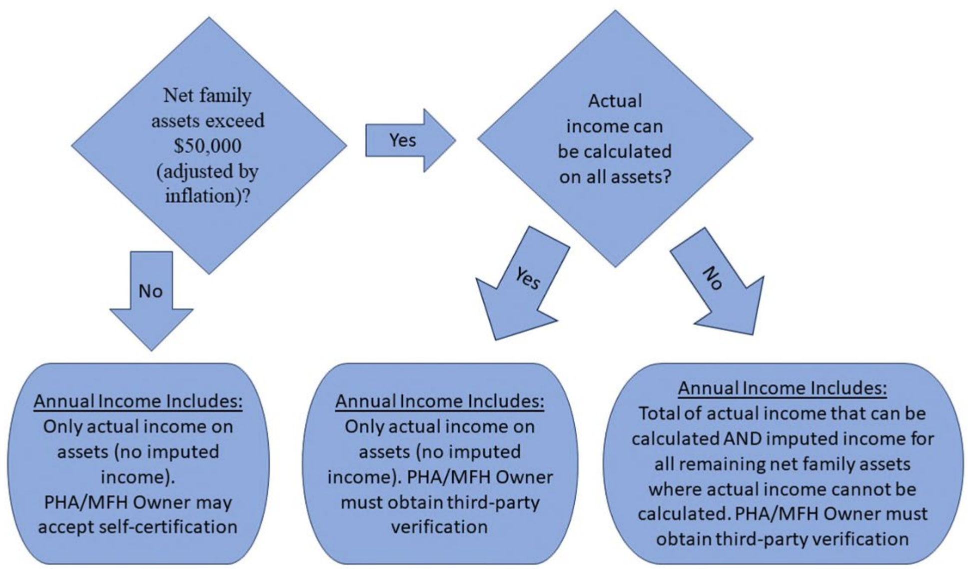
F. Assets- Income received

As defined by HUD for use in HUD programs, including HOME and as adopted by the State LIHTC Allocating Agency: In general, income from assets is considered income. If it is possible to calculate actual returns from an asset, Management will use that amount. An example would be, interest earned on a savings account.

- If it is not possible to calculate an actual return on an asset, and:

- The net household assets are $50,000* or less, the imputed income from that asset is excluded
- The net household assets are over $50,000,* Management must impute income for the asset based on the current passbook savings rate, as determined by HUD.

Net Household Assets Scenario	Actual Income	Imputed Returns	Amount Included in Income
Assets of $50,000 or less	Included	Not calculated	Actual income only
Exceeds $50,000 and actual income can be computed for ALL assets	Included	Not calculated	Actual income only
Exceeds $50,000 and NO actual income can be computed	N/A	Calculated using HUD passbook rate for all assets	Imputed returns for all assets
Exceeds $50,000, but actual income can only be computed for some assets	Included for assets that can be computed	Calculated for any remaining assets where actual income cannot be computed	Actual income that can be computed AND imputed returns for all remaining assets that cannot be computed



G. Assets- Imputed Income

As defined by HUD for use in HUD programs, including HOME and as adopted by the State LIHTC Allocating Agency: Imputed returns on net family assets are included in annual income only when net family assets exceed $50,000 (a figure that is annually adjusted for inflation) and actual asset income cannot be calculated for all assets. Management will not impute income from assets if the total value of net family assets is equal to or less than $50,000 (as adjusted by inflation). The imputed income from assets is determined using the Passbook Savings Rate which is adjusted annually for inflation.

H. Asset Limitations – LIMITED APPLICATIONS, HUD PROGRAMS ONLY

As defined by HUD for use in the following HUD programs: Section 8 (Project Based Rental Assistance), Section 202/8, HCV (including Project-Based vouchers), Public Housing, Section 8 Moderate Rehabilitation, Section 8 Moderate Rehabilitation SRO:

As directed in section 104 of HOTMA, 24 CFR 5.618, each household is prohibited from receiving rental assistance if:

1) The household owns real property that is suitable for occupancy by the household as a residence
    a. Applies only if the household has legal right to reside in the real property, effective legal authority to sell the real property and if the home is suitable for occupancy.
2) The household has assets in excess of $100,000, as adjusted annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers.

Management is required to determine whether the family owns real property that must be included in net family assets. For example, if the household owns real property, the value of that asset must be included in the calculation of net family assets, but staff will not inquire whether it is suitable for occupancy.

Management is exercising its available discretion to apply these asset limitations to new move in certifications only. This means, Management will not initiate termination or eviction proceedings for any household for non-compliance with the asset limitation at interim or annual recertification of income and the household will continue to receive assistance.

As defined by HUD for use in the following HUD programs: Section 202/811 PRAC, Section 236 IRP, Section 811 PRA, SPRAC: None- there are no asset limitations for these programs.

As defined for use by Tax Credit and Rural Development: None- there are no asset limitations for these programs.

I. **Dependent**

As defined by HUD for use in HUD programs, including HOME and as adopted by the State LIHTC Allocating Agency: A member of the household other than the head, spouse, or co-head, who is under 18 years of age or is a person with disabilities or a full-time student. For the purposes of this Handbook, a foster child, a foster adult, or a live-in aide may never be a dependent regardless of age or disability.

J. **Family** (or “household”, herein)

As defined by HUD for use in HUD programs, including HOME and as adopted by the State LIHTC Allocating Agency: Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

a. A single person, who may be:

   i. An elderly person, displaced person, disabled person, near-elderly person, or any other single person;
   ii. An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older; or

b. A group of persons residing together, and such group includes, but is not limited to:
   i. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
   ii. An elderly family;
   iii. A near-elderly family;
   iv. A disabled family;
   v. A displaced family; and
   vi. The remaining member of a tenant family. * * *

K. **Income, Income Exclusions**

As defined by HUD for use in HUD programs, including HOME and as adopted by the State LIHTC Allocating Agency: All amounts, not specifically excluded, received from all sources by each household member who is:

a. 18 years of age or older or
b. The head of household or spouse of the head of household (any age)

Plus

c. Unearned income by or on behalf of each minor dependent
d. Actual income from assets
e. Imputed return on assets over $50,000

For initial occupancy/assistance and interim reexaminations, Management must estimate the household income for the upcoming 12-month period using current income. For all annual reexaminations, Management must determine the household income for the previous 12-months unless using a streamlined income determination, taking into account any redetermination from an interim reexamination and any unaccounted for income changes.

L. **Live-In Aide**

A Live-In Aide is a person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

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

The need for the live-in aide will be verified and approved before move-in. Prior to acceptance as a Live-In Aide, all candidates must be screened for drug abuse, criminal activity and status as a state lifetime sex offender following the same requirements used for applicants. A Live-In Aide qualifies for occupancy only as long as the individual needs support services and cannot qualify for continued occupancy as a remaining household member. It is the resident's responsibility to ensure that the Live-In Aide follows the Community House Rules.

M. **Preferences**

Preferences are applied to selections from the waitlist. Additional information disclosed herein, as applicable.

N. **Real Property**

Generally, Real Property includes not only the face of the earth (EG: the parcel of land) but everything of a permanent nature over or under it. This includes structures and minerals. Examples include buildings, crops, machinery, wells, dams, ponds, mines, minerals, oil, gas, canals, and roads.

O. **Target Populations**

Target populations are applied in order to identify which of the various waitlists, to which the household should be added. Additional information disclosed herein, as applicable.

IV ELIGIBILITY REQUIREMENTS

Applicants who apply to any unit at the community must meet income and eligibility tests for the unit type first, before any further screening steps are taken regarding selection criteria. The housing program income and eligibility tests include:

1) Management has received a completed Application for Occupancy form, or an Application - Waitlist Questionnaire form, and all accompanying consent forms for release of information signed.
2) All definitions relating to income are based on 24 C.F.R. Part 5, except as otherwise noted.

A. Consent and Verification Forms

The head of household, the spouse and/or co-head and all other adults (18 and older) in each applicant household must sign an Authorization for Release of Information and as necessary, verification documents, prior to being approved and every year thereafter.

If a full time student household member turns 18 prior to their household's annual recertification of eligibility, they may sign the consent to the release of information at the next annual recertification. If the household member turning 18 is not a student and is employed, they will be required to sign the consent to the release of information within 10 calendar days of their 18th birthday.

B. Revocation of Consent (form HUD 9887)

In the event a household member chooses to rescind or revoke their consent to the release of information, such as the HUD 9887, this action will result in termination of assistance or denial of admission immediately. Management will notify the local HUD office whenever a household revokes consent.

V WAITLIST PROCESS

A. Application - Waitlist Questionnaire

This property has a waitlist. Before a household can be selected to apply for a unit, they must apply to be added to the waitlist. When the waitlist is open, an applicant household must complete the Application - Waitlist Questionnaire. The Application - Waitlist Questionnaire is signed by the head of household, or their legal designee. Application - Waitlist Questionnaire will be preliminarily screened for application completeness and legibility.

If the applicant requires assistance in completing the Application - Waitlist Questionnaire, please contact the Community Manager/Leasing Office.

Application - Waitlist Questionnaires are located at Management 10425 E. 31st Avenue Denver CO 80238. If interested parties are unable to visit the office, Management will mail or email an application upon request.

VI PROCEDURES FOR SELECTING FROM THE WAITING LIST AND ACCEPTING APPLICATION FOR OCCUPANCY

A. Complete and Submit an Application for Occupancy

Once a unit is available for which the household is invited to apply, each adult member will complete an Application for Occupancy, along with providing other requested details and documentation. Each adult household member will also be required to certify that the supplied information is complete and accurate. If an applicant requires assistance in completing the Application for Occupancy, please contact the Community Manager/Leasing Office.

Each adult household member must sign and date their own Application for Occupancy for the application to be considered. Applications may be submitted by fax, by mail or in person at the community leasing office during normal business hours.

Applications are located at Management 10425 E. 31st Avenue Denver CO 80238. If interested parties are unable to visit the office, Management will mail or email an application upon request.

B. Application Fee

An Application Fee of $_______________, paid by money order and is required for each adult 18 years of age and older that will reside in the apartment. Application fees must be submitted at the time the Application for Occupancy is processed. **After the Credit & Criminal Screening is processed, the Application Fee is non-refundable.**

VII NEW MOVE IN CERTIFICATION – PROCES FOR ALL "FULL CERTIFICATIONS"

A. Annual Income

Household's income calculations, must be within the income limits assigned to the unit.

B. **Deductions – HUD ONLY**

1) Mandatory Deductions:
   a. Dependents —$480 *Adjusted by HUD annually for inflation, per dependent
      i. Does not include the head of the household or his or her spouse.
   b. Elderly and Disabled Families —$525 *Adjusted by HUD annually for inflation, per family
      i. The head of household, their spouse, or co-head (or the sole household member) must be:
         1. At least 62 years of age;
         2. Handicapped; or,
         3. Disabled
      ii. Each household is limited to only one deduction, even if both the head and spouse are elderly or disabled).
   c. Health and Medical Expenses
      i. Deduction is the sum of the following, to the extent it exceeds 10% of annual income:
      ii. Unreimbursed health and medical care expenses for elderly or disabled families.
      iii. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with a disability, to the extent necessary to enable any member of the family, including the person with a disability, to be employed. This deduction may not exceed the combined earned income of the adult family members who were able to work.
   d. Child Care Expenses
      i. Any reasonable child care expenses necessary to enable a member of the family to be employed, further his or her education, or look for work.
      ii. No threshold amount
      iii. Children in joint custody agreements whose parents both live in assisted housing, may receive a dependent deduction in only one of the assisted units at any given time. The determination of which parent will receive the deduction will remain with the parents. All families with single parents will be asked on their move-in and annual/interim recertification checklists or questionnaires if they are in a joint custody agreement, and if so, does the other parent live in assisted housing. If there is a joint custody agreement and both parents live in assisted housing, a declaration must be made by each parent at each certification which parent will receive the dependent deduction.

C. **Assets – Exclusions and Income:**

At move-in and for full annual recertifications, each adult household member provide an Asset Certification, even if the person states they have no assets, and regardless of the combined value of all assets. On the Asset Certification (also referred to as the Assets Under $50,000 form), the household member must list the amount of income they anticipate receiving from each asset. In addition, household members must also either identify all assets that have been disposed of for less than fair market value or certify that no assets have been disposed of for less than fair market value.

1) As defined by HUD for use in HUD programs, including HOME and as adopted by the State LIHTC Allocating Agency:
    a. "Net family assets" includes the cash value of all assets, except those specifically excluded. HOTMA adds new asset exclusions.
        i. Reasonable costs in disposing some assets may be deducted.
        ii. For assets disposed of for less than fair market value during the two years preceding the date of application for the program or recertification, as applicable, the difference in value between the consideration received and the fair market value must be included in net family assets.
    b. Excluded from the calculation of net household assets are:
        i. The value of necessary items of personal property;
        ii. The combined value of all non-necessary items of personal property if the combined total value does not exceed $50,000 (which amount will be adjusted by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers);
        iii. The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals;

D. **Earned Income from Students:**

The first $480 as adjusted annually for inflation. of the income earned of dependent full-time students will be included in the family's calculation of annual income. Full-time students must be dependent family members for this exclusion to apply. This exclusion does not apply to the head of household, spouse, or co-head.

E. Means Tested Public Assistance as Income Determination (i.e.,"Safe Harbor") – Strike when this does not apply

Certain means-tested federal public assistance programs, determine income in a manner which can be accepted for HUD affordable housing programs. Therefore, management may determine a household's pre-deduction income based on income determinations made by other means-tested federal public assistance programs within the previous 12-months. If a Safe Harbor verification is accepted by Management, they will not inquire further about a household's net household assets, nor about the income earned from those assets- except with respect to whether or not the household's assets exceed any applicable asset limitation.

Some exceptions apply and verification from the program will be requested. If the household provides Safe Harbor verifications from multiple sources, management will accept the verification that is dated most recently. If all certifications are within the same 10 day timeline, management will select the one which aligns most closely with the household's eligibility certification estimates, without exceeding.

If a singular Safe Harbor verification is received, and the income reflected is more than $200 different than the household's eligibility certification estimate, additional clarification and possibly documentation may be requested prior to management accepting the response as verification of the household's income.

- TANF
- Medicaid
- SNAP
- The Earned Income Tax Credit
- The Low Income Housing Tax Credit (26 U.S.C. 42).
- The Special Supplemental Nutrition Program for Woman, Infants, and Children
- Supplemental Security Income
- Other programs administered by the Secretary.
- Other means-tested forms of federal public assistance as determined appropriate by Management

If a Safe Harbor verification is used to determine the household's income (New Admission/Move Ins, Initial Certification for multifamily programs only; Interim Reexamination, or Annual Reexamination for all other HUD programs), the household must continue to report changes in income that meet the reporting requirements outlined in this document.

VIII RENT DETERMINATIONS

The applicant household must agree to pay the rent required by the assistance program.

A. Income Right Size Targeting

In the event that the income of a household increases so significantly, they would be considered over-qualified for the AMI they were assigned at move in. In those cases, Management may increase the AMI % of the overqualified household at their next Annual Recertification. Any increase in rent would require the standard notice period, as outlined in the lease. We will refer to this as "Income Right Size Targeting".

IX APPLICANT SCREENING CRITERIA

A. Background Screening Requirements

You have the right, under the Fair Credit Reporting Act, to know the information contained in your file at the consumer reporting agencies. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the respective consumer reporting agency.

<u>LeasingDesk Screening</u>
2201 Lakeside Blvd.
Richardson, Texas 75082
(866) 934-1124
http://www.realpage.com/consumer-dispute

<u>Equifax</u>
P.O. Box 105873
Atlanta, GA 30348
(800) 685-1111

<u>Transunion</u>
P.O. Box 2000
Chester, PA 19022
(800) 888-4213

B. Procedures for Using the EIV Existing Tenant Search- HUD ONLY

The existing tenant search in EVI will be utilized as part of the screening criteria for new residents or adding new members, including live in aides, to determine if anyone is currently receiving rental assistance at another property. Exceptions will be applied for

1) minor children where both parents share 50% custody and
2) recipients of HUD assistance in another unit who are moving to establish a new household when other family/household members will remain in the original unit.

Please see request a copy of our EIV policies and procedures for additional details pertaining to our EIV policies and procedures.

C. **Minimum Income Requirements.- DOES NOT apply to HUD units**

For non-HUD units, applicant households must meet the minimum income requirements for the unit. The minimum monthly income is set at two (2) times the rent for the unit for which the applicant would be responsible. The minimum monthly income requirement applies only to the household's portion of rent, when there are vouchers that cover the rest.

Minimum income requirement does not apply to HUD units.

X Ineligibility

Ineligible applicants will be notified in writing explaining the reason for the rejection along with the applicants right to an informal review of the decision.

It is the policy of Management to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the community or on the quality of life for its residents. As a part of the final eligibility determination, Management will screen each applicant household to assess suitability. Factors to be considered in the screening are housekeeping habits, rent paying habits and credit records, prior history as a resident and criminal records.

A. Ineligibility Factors

Households may be ineligible for occupancy for various reasons including, but not limited to, the following:

1) The applicant/household does not meet the program/community eligibility requirements;
2) The household gross income (using the HUD definition of income) is over the applicable income limit published by HUD (Exhibit C);
3) The applicant/household's monthly income does not meet the minimum income standard established for this community. The minimum monthly income requirement applies only to the household's portion of rent, when there are vouchers that cover the rest;
4) An applicant may be rejected if he/she does not have sufficient funds to pay the deposit.
5) The applicant/household has an unacceptable credit history as reported by a consumer-reporting agency;
6) Open bankruptcy proceedings, or an applicant's inability to get utilities in their name;

7) The applicant/household is a student enrolled in an Institute of Higher Education who does not meet the criteria specified in this plan;
8) Failure to provide photo identification for adults;
9) Failure to provide birth certificates for household members below 18 years of age;
10) Failure to disclose and provide acceptable documentation to verify the valid SSNs of all non-exempt household members including Live-In Aides within 90 days of first being offered an available unit;
11) Household members who do not declare citizenship or noncitizenship status, or sign a statement electing not to contend noncitizenship status. (An application may be revised to exclude proposed household members who do not declare citizenship or eligible noncitizenship status);
12) There is submission of false, misleading or untrue information on the application or other documentation intended to serve as a true accounting of the household's eligibility;
13) Failure to cooperate in the verification process, including failure to provide requested information;
14) Failure to schedule and/or attend two interviews;
15) Failure to present all members of the household at the full household interview, except for hospitalization, medical reasons, emergency, etc., (or some other time acceptable to Management) prior to completion of Initial Certification;
    a. NOTE: Should a household member have a disability which prevents them from attending in person, a reasonable accommodation can be made upon request.
16) Does not sign and submit verification consent forms or the Authorization for Release of Information (forms HUD-9887 and HUD-9887-A);
17) The applicant/household has refused two offered apartments and does not have a valid medical reason;
18) The applicant/household has an unacceptable criminal background as reported by a consumer-reporting agency;
19) A negative landlord or other reference, encompassing failure to comply with the lease, poor payment history, poor housekeeping habits, or evictions for cause including current notices to pay or quit;
20) Household size does not conform to the stated minimum and maximum sizes as described in the Occupancy Standards
21) Failure to sign designated or required forms and/or documents upon request;
22) This will not be the only residence for the applicant/household;
23) The applicant/household is not willing to pay the rent as calculated under the subsidy program.
24) Blatant disrespect or disruptive behavior, or demonstrable history of such behavior, towards Management, the community, or other residents exhibited by an applicant or household member or friend any time prior to move-in;
25) Failure to update Application - Waitlist Questionnaire for the Waiting List within specified time when notified;
26) Other cause, including, but not limited to, failure to meet any of the selection criteria in this document.
27) Consideration may be given for extenuating circumstances where this would be required as a reasonable accommodation when determining the acceptability of tenancy.

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

An example of extenuating circumstances for a disabled applicant would be that the Manager received a negative landlord reference that said the applicant's home was unclean and unsanitary and therefore, the applicant was rejected. The applicant informs the Manager that s/he has a disability and their relative cleaned their home and will clean their home one day per week, and asks for a re-inspection from their current landlord, if possible. The home is found clean and sanitary, and the Manager is aware the relative will clean one day per week. This could be considered a reasonable accommodation.

An example of extenuating circumstances for a non-disabled applicant would be if the applicant had always paid their rent on time, but then became ill or were injured and couldn't get to the office to pay their rent on time. The applicant arranged for a relative to take their rent check to the office by the due date and believes they will be able to pay the rent on time. The Manager would verify that the applicant paid their rent on time prior to the illness or injury, and if so, the application could be reconsidered.

XI SECURITY DEPOSIT REQUIREMENTS

A. Deposit Due at Move In

Management will collect a refundable security deposit at the time of the initial lease execution. The amount of the security deposit established at move-in does not change when a resident's rent changes. Many programs require that owners place security deposits in interest-bearing accounts and allocate the interest to the resident. This requirement varies by programs and depends to a certain extent on state and local laws.

The owner will comply with any applicable state and local laws governing the security deposit. Subject to state and local laws, an owner may use the resident's security deposit as reimbursement for any unpaid rent or other amounts the resident owes under the lease.

B. Refunding and Use of the Security Deposit

In order to receive a refund of the security deposit, a resident must provide the owner with a forwarding address or arrange to pick up the refund.

Within 30 days after the move-out date (or shorter time if required by state and/or local laws), Management will do one of the following:

1) Refund the full security deposit plus accrued interest to a resident that does not owe any amounts under the lease; or
2) Provide the resident with an itemized list of any unpaid rent, damages to the unit, and an estimated cost for repair, along with a statement of the resident's rights under state and local laws.
    a. If the amount the owner claims is less than the security deposit plus accrued interest, the owner must refund the unused balance to the resident.
    b. If the owner fails to provide the list to the resident, the resident is entitled to a full refund of the resident's security deposit plus accrued interest.

NOTE: State laws may also have requirements regarding itemizing damages. When a specific federal housing program does not require an itemized list (as is the case for *properties with Section 8 LMSA and Section 8 PDSA), owners must be aware of any state or local law that obligates an owner to provide the resident with an itemized list of damages.*

If a disagreement arises concerning the reimbursement of the security deposit to the resident, the resident has the right to present objections to the owner in an informal meeting. The owner must keep a record of any disagreements and meetings in the resident file for a period of three years. These procedures do not preclude the resident from exercising any rights under state and local law.

NOTE: The regulations for RHS 515 properties with Section 8 and properties with Section 8 LMSA and Section 8 PDSA do not require an owner to meet with the resident or keep a record of the meeting or any disagreements.

If the security deposit is insufficient to reimburse the owner for any unpaid rent or other amounts that the resident owes under the lease, the owner may be able to claim reimbursement from the HUD Field Office or Contract Administrator.

Any reimbursement from HUD received by the owner must be applied first toward any unpaid resident rent due under the lease. Additionally, no reimbursement may be claimed for unpaid rent for the period after termination of the tenancy.

C. Deposit Due for Residents Transferring to Another Unit

When a resident transfers to a new unit, Management may transfer the security deposit; or charge a new deposit and refund the deposit for the old unit.

If the deposit for the old unit is refunded, Management must follow the requirements listed in the Refunding and Use of the Security Deposit section. The owner must also establish a security deposit for the new unit based on the previously outlined requirements.

XII UNIT TRANSFER POLICIES, IN-PLACE RESIDENTS VERSUS APPLICANTS FROM THE WAITING LIST

A. Requests from Residents

Once an applicant has become a resident, a transfer of units may be warranted. Please see the unit sizes section of this document for unit sizes at this community. If a household aligns with the occupancy standards, a transfer may be requested.

On occasion, residents may submit requests for transfers to Management, for other reasons. Management will consider each on a case-by-case basis. All transfer requests must be made in writing, and, must state the reason for the request. The request will then be forwarded to the community manager/owner for final approval.

NOTE: Should a household member have a disability which prevents the household from requesting the transfers in writing, a reasonable accommodation can be made upon request.

At the time a unit is offered and accepted for the household looking to transfer, the household must agree to a unit inspection to ensure the unit is in good condition. Household's account must also be in good standing.

In the event one or more household members wishes to transfer out of the unit while the other household members remain in the unit, the departing household members would be invited to apply when the waitlist is open, as external applicants. In most cases, program restrictions prohibit Management from bifurcating a lease and processing the departing household member as a transfer. Each household would still need to meet eligibility requirements for the applicable housing programs.

B. Approved Transfers

If a request for a transfer to a different unit is approved, the resident agrees to pay all transfer costs prior to the move. Costs may include damages that are beyond normal wear and tear. However, if a resident is transferred as an accommodation to a household member's disability, then Management may be obligated to pay the costs associated with the transfer as discussed under Section 504 of the Rehabilitation Act of 1973.

Please note- your household will have 48 hours to vacate the original unit. Program guidelines prohibit a single household from being income eligible for more than one unit at a time.

C. Site Transfers

Occasionally residents will request to transfer to a different property. In general, this is not a request we can fulfill. Although Mercy Housing Management Group, Inc. manages other properties in the area, it has no authority to move a resident to a property owned by a different owner.

While we cannot transfer you to another property, we will be happy to help you review other communities managed by Mercy Housing Management Group, Inc for a potential fit.

To be clear, each of the restricted low-income properties managed by Mercy Housing Management Group, Inc. has a separate wait list and is subject to different qualification requirements based on the specific regulatory requirements, including federal, state, and local requirements. If you choose to transfer to another property, you would be considered a "external applicant"; meaning, you must undergo an application process and wait on the waitlist for that alternative community, as applicable.

XIII ANNUAL RECERTIFICATIONS

A. Annual Recertification of Eligibility (AR)

Annually, the household will be required to provide documentation and certifications to confirm their continued program eligibility. Failure to comply with the recertification process prior to the deadline, will constitute non-compliance with the program guidelines and lease requirements. The annual deadline for recertification is one day before the household's one year anniversary.

A lease or some form of lease documentation may also be required annually. Please see below:

- A full lease and addenda packet will be required at move in
- A full lease and addenda packet will be required if the household transfers, or if an adult household member joins the unit after move in.
- At least once per year, after move in, a full lease or a Lease Extension/ Modification must be signed by all adult household members.

Failure to provide such information, or providing false or misleading information, may result in the termination of tenancy and eviction from the premises. All information supplied by the residents shall be subject to inspection by representatives from applicable governmental agencies.

The housing programs also require that Management be leased to "Qualified Households" that must meet certain student status limitations. Resident agrees to notify Landlord immediately of any material changes in number of persons residing within the Premises or the change in the student status of any occupant residing within the Premises.

B. Streamlining, Income and Asset Self-Certification

As defined for use in HUD programs, including HOME: Management will fully verify all income and assets for each household member at move in. Verification of assets will include six months of checking account statements, and in general, the most recent balances for most other asset types.

When the household has resided in the unit for nearly a full year, they will recertify their eligibility.

Self-certification of certain sources of income is permitted on an alternating basis with full verification (every three years); and only when those sources of income are fixed, and have not changed from the previous year.

When more than 90 percent of a household's unadjusted income consists of fixed income, owners using streamlined income determinations must apply a COLA or COLAs to the household's fixed-income sources, provided that the household certifies both that 90 percent or more of their unadjusted income is fixed income and that their sources of fixed income have not changed from the previous year. Sources of non-fixed income need not be adjusted and must not be adjusted by a COLA

When less than 90 percent of a household's unadjusted income consists of fixed income, owners using streamlined income determinations must apply a COLA to each of the household's sources of fixed income.

Self-certification of net household assets is permitted on an alternating basis with full verification (every two years); and only when the net household assets that are equal to or below $50,000, adjusted annually for inflation.

To be allowed to self certify their fixed income and/or assets, the household would be required to certify that the applicable income and assets have not changed from the previous year. Verification methods outlined within Appendix 3 Acceptable Forms of Verification, of the HUD 4350.3 Rev 1 Chg 4, would apply to everything else.

	Year 1 - Move in	Year 2	Year 3	Year 4	Year 5	Year 6
Fixed Income	Full verification	Self verification	Self verification	Full verification	Self verification	Self verification
Assets	Full verification	Self verification	Self verification	Full verification	Self verification	Self verification
Everything else	Full verification	Full verification	Full verification	Full verification	Full verification	Full verification

For Tax Credit where 100% of Management's units are restricted by the Tax Credit program: At move in, full certification of all income, assets and everything else will be required. During this first certification, no self certifications can be permitted, outside of select circumstances outlined in Appendix 3 Acceptable Forms of Verification, within the HUD 4350.3 Rev 1 Chg 4.

When the household has resided in the unit for nearly a full year, they will recertify their eligibility. From this point forward, they may use self certifications to disclose their income and assets. They will still be required to fully verify student status.

For Tax Credit where the Owner is permitted to lease a portion of Management's units as "unrestricted" by the Tax Credit program: Full certification of all income, assets and everything else will be required on an annual basis. No self certification is permitted, outside of select circumstances outlined in Appendix 3 Acceptable Forms of Verification, within the HUD 4350.3 Rev 1 Chg 4.

XIV INTERIM RECERTIFICATION REPORTING POLICIES

A. For HUD programs:

Any changes to household composition must be reported to Management prior to that person moving in, or someone moving out.

Any changes to an individual's student status that would impact their program eligibility, must be reported to Management prior to that person's status with their educational institute changes.

Any changes to the household's income that would INCREASE their annual income, must be reported to Management within 10 days of the change, unless the increase becomes effective within the last three months of the household's certification period. Compliance with the 10 day timeline, will be do considered "timely reporting".

Any changes to the household's income that would DECREASE their annual income, must be reported to Management within 10 days of the change. Compliance with the 10 day timeline, will be do considered "timely reporting"

Management will perform a review and basic analysis to identify whether an Interim Certification will be required.

Situation	Action	Notes
Household reports income increase or decrease to Management	Management will perform a review and basic analysis to estimate the change to income for the upcoming 12 months.	Owners will not consider any increases in earned income when estimating or calculating whether the family's adjusted income has increased, unless the family has already received an interim reduction in rent during the same reexamination cycle.
Income decrease is **<u>10% or more</u>** of adjusted income	An Interim Certification will be processed.	

Income decrease is **<u>less than 10%</u>** of adjusted income	NO income certification will be processed.	
During the first 9 months of the certification period - income increase is 10% or more	An Interim Certification will be processed.	
During the last 3 months of the certification period - income increase is 10% or more	NO income certification will be processed.	

Decreases in rent that were delayed due to the household not reporting their changes within the 10 day period specified, will not be applied retroactively.

Rent Increase or Decrease	Reported Timely by Household	New Rent Effective Date
Decrease	Yes	1st rent period after the event
Decrease	No	1st rent period after the reexamination
Increase	Yes	1st rent period after 30 days notice
Increase	No	1st rent period after 30 days notice

If an interim certification is required for an increase in the household's income, Management will process the interim certification in 30 days. If the certification cannot be processed in 30 days, staff will inform the household of the obstacles preventing them from finalizing the certification.

When there is a decrease in household size attributed to the death or permanent move-out from the assisted unit of a household member during the period since the household's last reexamination resulting in a decrease in adjusted income of any amount, Management will process an interim certification for the household.

B. For Tax Credit:

Any changes to household composition must be reported to Management prior to that person moving in, or someone moving out.

Any changes to an individual's student status (full time or part time) must be reported to Management prior to that person's status with their educational institute changing.

XV HARDSHIP EXEMPTIONS

Most affordable housing certification requirements have no exceptions. In select cases, Management may be permitted to grant an exemption to a rule or policy. Primary examples could include disability related reasonable requests for an accommodation, or in circumstances where the applicant or resident has received an adverse response to a situation that directly relates to a domestic violence incidence.

All exemptions are considered on a case by case basis, but these requests for exception will follow the general processes as outlined below.

A. HUD IR Reporting Requirements not met

If a household requests a retroactive rent adjustment based on a reduction in income, but had been unable to report the change within the 10 day period, they may submit a request for consideration. Circumstances in which management may grant such an exception, would include one in which a resident is hospitalized and unable to report their changes to management, and had/have no other adult household member, or had not previously designated a representative, to do so on their behalf. The same could be apply if the resident is incarcerated.

Determination to grant an exemption would be made by the Area Director of Operations. It is Management's policy in these circumstances, not to implement a retroactive rent adjustment, more than six months in the past.

Timeframe of HH's Income Decrease	Exception Granted by Mgmt	# of Months Mgmt will Retroactively Adjust Rent
60 days ago	Yes	60 days = two months
152 days ago	Yes	152 days = Five months
195 days ago	Yes	183 days = Six months (maximum)
60 days ago	No	1st rent period after 30 days notice

B. Asset Limitations: available for a limited time

In the event a household has more than $100,000 worth of assets (as adjusted annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers), they would not qualify for certain housing programs. The household may submit a request for a Hardship Exemption. Management is permitted to grant an extension of up to six months, allowing the household to dispose of those assets or make alternative arrangements to relinquish their affordable housing program eligibility.

Determination to grant an exemption would be made by the Area Director of Operations. The household may submit another request at the end of the six month period. Management may continue to grant such extensions until December 31, 2027. After such time, no further extensions will be granted.

C. Real property: available for a limited time

In the event a household owns Real Property in which they could reasonably reside, or which they have the legal authority to sell, they would not qualify for certain housing programs. The household may submit a request for a Hardship Exemption. Management is permitted to grant an extension of up to six months, allowing the household to dispose of the assets or make alternative arrangements to relinquish their affordable housing program eligibility.

Determination to grant an exemption would be made by the Area Director of Operations. The household may submit another request at the end of the six month period.

Management may continue to grant such extensions until December 31, 2027. After such time, no further extensions will be granted.

D. Health/Medical Care, Reasonable Attendant Care & Auxiliary Apparatus Expenses Deduction: available for a limited time

HUD rules allow qualifying households to certify/verify their health and medical expenses. In order to claim unreimbursed health and medical care expenses, the family must have a head, co-head, or spouse that is elderly or a person with a disability. In order to claim unreimbursed reasonable attendant care and auxiliary apparatus expenses, the family must include a person with a disability, and the expenses must enable any member of the family (including the member who is a person with a disability) to be employed.

Once calculated, any of these costs that exceed 10% of the household's annual income, may be deducted. Once all other deductions and adjustments are made, the result is referred to as Adjusted Annual Income and is used to further calculate the tenant paid rent.

Understanding that this may cause a hardship for some households, HUD has developed two categories for Health and Medical Expenses Hardship Exemptions.

To initiate, extend, or conclude a hardship exemption only, Owners will process and submit a non-interim reexamination transaction. Hardship exemptions for phasing in this change to deduction calculations, will not be available to Households moving into a new unit. If moving into a new unit, the household deductions will be calculated in accordance with the updated standard. We will not offer a phase in of deduction limit adjustments, for new move in's from prior assisted units.

When qualified, the household is allowed to deduct more of their health and medical expenses from the household's annual income, for a limited period of time.

Category 1 - As of January 1, 2024, the household must have been receiving a deduction from annual income of qualified health and medical expenses exceeding 3% of annual income. Households experiencing a hardship may be granted an increase to their health and medical expense deduction using a "phase in" method.

In order to qualify for this exemption, the household will be required to demonstrate an inability to pay their rent because of loss of the deduction. To demonstrate an inability to pay rent, the household may provide receipts for unanticipated expenses (such as large medical bills) that have affected their ability to pay their rent. Alternatively, inability to afford the loss of deduction may be confirmed if the verified cost of rent, utilities and the applicable medical expenses total more than 45% of the household's adjusted income.

- For the first year, the qualified health and medical expenses, that exceed 5% of the annual income, may be deducted.
- For the second year, the qualified health and medical expenses, that exceed 7.5% of the annual income, may be deducted.
    - The household may also request an exemption under Category 2 below, and if eligible for both, the qualified health and medical expenses, that exceed 5% of the annual income, may be deducted.
- 24 months after the start date, this hardship exemption expires and the qualified health and medical expenses that exceed 10% of the annual income, may be deducted.
    - The household may also request a new exemption under category 2.

Category 2 - General Financial Hardships: This option is available to a household that can demonstrate their expenses increased, or that they have had a change in circumstance that would not trigger an interim certification. For example, a decrease in income or a change in household composition. Households do not need to qualify for the first category of exemption, to qualify for this second category. They also do not need to be receiving, or have previously received, health and medical deductions to qualify.

Category 2 may also include households that qualified under Category 1 but they:

- Exhausted that relief (after 24 months), or
- Choose to apply for relief under this category in the 2nd year of receiving a Category 1 deduction.
  - If eligible under both categories, the qualified health and medical expenses that exceed 5% of the annual income, may be deducted.
- Will no longer be eligible for a hardship exemption under the first category, even if they had not finished the 24 month period.

In order to qualify for this exemption, the household will be required to demonstrate an inability to pay their rent because of loss of the deduction. To demonstrate an inability to pay rent, the household may provide receipts for unanticipated expenses (such as large medical bills) that have affected their ability to pay their rent. Alternatively, inability to afford the loss of deduction may be confirmed if the verified cost of rent, utilities and the applicable medical expenses total more than 45% of the household's adjusted income.

If the household is granted an exemption under category 2, they will receive a deduction of all eligible expenses exceeding 5% of their annual income. The exemption will end after 90 days, or when the circumstances that made the household eligible for the exemption no longer apply- whichever comes earlier. The household is obligated to report when circumstances have changed and they are no longer experiencing a hardship.

Determination to grant an exemption would be made by the Area Director of Operations. Management may continue to grant such extensions until December 31 2027. After such time, no further extensions will be granted.

E. Continue the Child Care Expense Deduction

HUD rules allow qualifying households to certify/verify their child care expenses. Once calculated, these costs may be deducted from the household's annual income. Once all other deductions and adjustments are made, the result is referred to as Adjusted Annual Income and is used to further calculate the tenant paid rent. Household's with a child that is 12 years of age or younger as of the effective date of the certification would no longer be eligible for the Child Care Expense Deduction if no adults are working, looking for work or going to school.

Determination to grant an exemption would be made by the Area Director of Operations. Management is permitted to grant for up to 90 days at a time, during which the household will be allowed to continue deducting child care expenses from the household's annual income.

In order to qualify for this exemption, the household will be required to demonstrate an inability to pay their rent because of loss of the deduction. To demonstrate an inability to pay rent, the household may provide receipts for unanticipated expenses (such as large medical bills) that have affected their ability to pay their rent. Alternatively, inability to afford the loss of deduction may be confirmed if the verified cost of rent, utilities and the applicable medical expenses total more than 45% of the household's adjusted income.

The household will also be required to demonstrate that the child care expense is still necessary even though the household member is no longer employed or furthering education. For example, the parent who was working due to the child care had to leave their job to care for a sick household member. In order to provide this unpaid care they continue to need childcare.

The Hardship Exemption for the household must be reviewed at least every 90 days. The below pattern of exemption timing and extensions will proceed for as long as the household's circumstances continue:

	1st Request - granted for 90 days	**2nd request - granted for 90 days**	**3rd Request - granted for 90 days**
Estimated accounting of the household's expenses/Rent Comparison	Required	Required	Required

Management will provide prompt notification in writing of the change in adjusted income and the rent, due to the child care hardship exemption, and dates for when the hardship exemption will begin and expire. The exemption will expire at the end of the stated period, or when the circumstances that made the household eligible for the exemption no longer apply- whichever comes earlier. The household is obligated to report when circumstances have changed and they are no longer experiencing a hardship.

XVI DE MINIMIS ERRORS

De minimis errors occur when Management's determination of a household's income is miscalculated by an amount of $30 or less per month, in monthly adjusted income or, $360 or less in annual adjusted income.

In the event Management discovers an income calculation error, we will correct the error(s) back to the effective date of the action. In the event the miscalculated income resulted in the household being undercharged for rent, they will not be required to repay.

If Management discovers a calculation error that resulted in the household being overcharged for rent, Management will take corrective action to credit the account of the household with the amount owed. Credit to the account will me immediate.

If the household request to be repaid directly, Management will provide a direct payment via check. Processing time may take up to ten (10) business days.

XVII CHANGES AND IMPLEMENTATION OF RESIDENT SELECTION CRITERIA CHANGES

We reserve the right to make modification to this Resident Selection Criteria as necessary. When the plan is revised, the effective date of the new criteria will be noted in the at the bottom of the document pages. In addition, any time a new version of the Resident

Selection Criteria is released, Management will provide all current residents as well as all applicants on the wait list, notice that a revised set of criteria is being implemented, the anticipated date of implementation and advising them they may request a copy from the Management office.

ATTACHMENT 4 - Income Inclusions

Income Is Excluded for:

- Family members under the age of 18 who receive earned income
- Nonfamily members: foster children, foster adults, live-in aides, guests, guarantors, and lease co-signers
- Active military members who are not head, co-head, or spouse
- Full-time students who are age 18 and older, and not head, co-head, or spouse and receive earned income: exclude all but the first $480/year, as adjusted
- Employment income of children under 18 years of age
- Any income of a live-in aide, foster child, foster adult, guarantor, or lease co-signor

ATTACHMENT 5 - Income Exclusions

- SNAP, Meals on Wheels, and other programs providing food for those in need
- Groceries provided by persons not living in the unit
- Grants or other reimbursement received for medical expenses
- Recurring monetary contributions that are paid by persons not living in the unit directly to a childcare provider
- Nonrecurring income (including one-time gifts) (see Section 5.21, Nonrecurring Income)
- Certain student financial assistance (see Section 8.1, Student Financial Assistance Income)
- Earned income in excess of $480/year, as adjusted, for full-time students 18 years or older who are not the head, co-head, or spouse
- Loan proceeds of any kind, including personal and student loans
- Military hostile fire pay
- Military basic housing allowance only if located inside a QMI area (See Section 5.24, Basic Allowance for Housing)
- Reverse mortgage payments
- All trust principal distributions and some trust earned income distributions (See Section 6.10, Trusts)
- Adoption assistance payments for a child in excess of $480/year, as adjusted
- Deferred payments from Social Security, VA, or other sources that are received in lump sum amounts
- Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation
- Payments received for the care of foster children or foster adults, or state or Tribal kinship or guardianship care payments
- Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty, that resulted in a family member becoming disabled
- Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the IRS or other Federal law.
- Civil rights settlements or judgments, including settlements or judgments for back pay
- Income earned on amounts placed in a family's Family Self-sufficiency Account

- Veteran aid and attendance payments
- Achieving a Better Life Experience (ABLE) Accounts – both income-generated from and distributions from such accounts
- All other types of income excluded by 24 C.F.R. § 5.609(b)

ATTACHMENT 6 - Net Family Asset Exclusions

- Necessary personal property
- The combined value of all non-necessary personal property if the combined total value is $50,000 or less, as adjusted
- The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including IRAs, employer retirement plans [e.g., 401(k) and 403(b)], and retirement plans for self-employed individuals
- The value of real property that the household does not have the effective legal authority to sell in the jurisdiction in which the property is located
- Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability
- The value of any Coverdell education savings account under section 530 of the Internal Revenue Code
- The value of any qualified tuition program under section 529 of the Internal Revenue Code
- The value of any Achieving a Better Life Experience (ABLE) account authorized under Section 529A of the Internal Revenue Code
- The value of any ‘‘baby bond’’ account created, authorized, or funded by federal, state, or local government
- Interests in Indian trust land
- Equity in a manufactured home where the family receives assistance under 24 C.F.R. part 982
- Equity in property under the Homeownership Option for which a family receives assistance under 24 C.F.R. part 982
- Family Self-sufficiency Accounts
- Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family
- Full amount of assets held in a nonrevocable trust
- Full amount of assets held in a revocable trust where a member of the family is the beneficiary, but the grantor/owner and trustee of the trust is not a member of the household
- The value of an account where a family member is a beneficiary who may access an account’s funds only upon the death of the account’s owner

U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
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Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking

When should I receive this form? A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you are admitted as a tenant, when you receive an eviction or termination notice and prior to termination of tenancy, or when you are denied as an applicant. A covered housing provider may provide these forms at additional times.

What is the Violence Against Women Act ("VAWA")? This notice describes protections that may apply to you as an applicant or a tenant under a housing program covered by a federal law called the Violence Against Women Act ("VAWA"). VAWA provides housing protections for victims of domestic violence, dating violence, sexual assault or stalking. VAWA protections must be in leases and other program documents, as applicable. VAWA protections may be raised at any time. You do not need to know the type or name of the program you are participating in or applying to in order to seek VAWA protections.

What if I require this information in a language other than English? To read this information in Spanish or another language, please contact **MERCY HOUSING MANAGEMENT GROUP, INC Phone number: (303) 830-3300 TTY Number: (800) 877-8973 or 8711 Fax number: (877) 245-7121**. You can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4**.** If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

What do the words in this notice mean?

- *VAWA violence/abuse* means one or more incidents of domestic violence, dating violence, sexual assault, or stalking.
- *Victim* means any victim of *VAWA violence/abuse*, regardless of actual or perceived sexual orientation, gender identity, sex, or marital status.
- *Affiliated person* means the tenant's spouse, parent, sibling, or child; or any individual, tenant, or lawful occupant living in the tenant's household; or anyone for whom the tenant acts as parent/guardian.
- *Covered housing program*[1] includes the following HUD programs:
  - Public Housing
  - Tenant-based vouchers (TBV, also known as Housing Choice Vouchers or HCV) and Project-based Vouchers (PBV) Section 8 programs
  - Section 8 Project-Based Rental Assistance (PBRA)
  - Section 8 Moderate Rehabilitation Single Room Occupancy
  - Section 202 Supportive Housing for the Elderly
  - Section 811 Supportive Housing for Persons with Disabilities
  - Section 221(d)(3)/(d)(5) Multifamily Rental Housing
  - Section 236 Multifamily Rental Housing
  - Housing Opportunities for Persons With AIDS (HOPWA) program
  - HOME Investment Partnerships (HOME) program
  - The Housing Trust Fund
  - Emergency Solutions Grants (ESG) program
  - Continuum of Care program
  - Rural Housing Stability Assistance program
- *Covered housing provider* means the individual or entity under a covered housing program that is responsible for providing or overseeing the VAWA protection in a specific situation. The covered housing provider may be a public housing agency, project sponsor, housing owner, mortgagor, housing manager, State or local government, public agency, or a nonprofit or for-profit organization as the lessor.

[1] For information about non-HUD covered housing programs under VAWA, see Interagency Statement on the Violence Against Women Act's Housing Provisions at https://www.hud.gov/sites/dfiles/PA/documents/InteragencyVAWAHousingStmnt092024.pdf.

What if I am an applicant under a program covered by VAWA? You can't be denied housing, housing assistance, or homeless assistance covered by VAWA just because you (or a household member) are or were a victim or just because of problems you (or a household member) had as a direct result of being or having been a victim. For example, if you have a poor rental or credit history or a criminal record, and that history or record is the direct result of you being a victim of VAWA abuse/violence, that history or record cannot be used as a reason to deny you housing or homeless assistance covered by VAWA.

What if I am a tenant under a program covered by VAWA? You cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because you (or a household member) are or were a victim of VAWA violence/abuse. You also cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because of problems that you (or a household member) have as a direct result of being or having been a victim. For example, if you are a victim of VAWA abuse/violence that directly results in repeated noise complaints and damage to the property, neither the noise complaints nor property damage can be used as a reason for evicting you from housing covered by VAWA. You also cannot be evicted or removed from housing, housing assistance, or homeless assistance covered by VAWA because of someone else's criminal actions that are directly related to VAWA abuse/violence against you**,** a household member, or another affiliated person.

How can tenants request an emergency transfer? Victims of VAWA violence/abuse have the right to request an emergency transfer from their current unit to another unit for safety reasons related to the VAWA violence/abuse. An emergency transfer cannot be guaranteed, but you can request an emergency transfer when:

1. You (or a household member) are a victim of VAWA violence/abuse;
2. You expressly request the emergency transfer; **AND**
3. **EITHER**
    a. you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the same dwelling unit; **OR**
    b. if you (or a household member) are a victim of sexual assault, either you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) were to stay in the unit, or the sexual assault occurred on the premises and you request an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

You can request an emergency transfer even if you are not lease compliant, for example if you owe rent. If you request an emergency transfer, your request, the information you provided to make the request, and your new unit's location must be kept strictly confidential by the covered housing provider. The covered housing provider is required to maintain a VAWA emergency transfer plan and make it available to you upon request. To request an emergency transfer or to read the covered housing provider's VAWA emergency transfer plan, **PLEASE CONTACT ANY OF OUR MEMBERS OF THE LEASING OFFICE STAFF**. The VAWA emergency transfer plan includes information about what the covered housing provider does to make sure your address and other relevant information are not disclosed to your perpetrator.

Can the perpetrator be evicted or removed from my lease? Depending on your specific situation, your covered housing provider may be able to divide the lease to evict just the perpetrator. This is called "lease bifurcation."

What happens if the lease bifurcation ends up removing the perpetrator who was the only tenant who qualified for the housing or assistance? In this situation, the covered housing provider must provide you and other remaining household members an opportunity to establish eligibility or to find other housing. If you cannot or don't want to establish eligibility, then the covered housing provider must give you a reasonable time to move or establish eligibility for another covered housing program. This amount of time varies, depending on the covered housing program involved. The table below shows the reasonable time provided under each covered housing programs with HUD. Timeframes for covered housing programs operated by other agencies are determined by those agencies.

Covered Housing Program(s)	Reasonable Time for Remaining Household Members to Continue to Receive Assistance, Establish Eligibility, or Move.
HOME and Housing Trust Fund, Continuum of Care Program (except for permanent supportive housing), ESG program, Section 221(d)(3) Program, Section 221(d)(5) Program, Rural Housing Stability Assistance Program	Because these programs do not provide housing or assistance based on just one person's status or characteristics, the remaining tenant(s), or family member(s) in the CoC program, can keep receiving assistance or living in the assisted housing as applicable.
Permanent supportive housing funded by the Continuum of Care Program	The remaining household member(s) can receive rental assistance until expiration of the lease that is in effect when the qualifying member is evicted.
Housing Choice Voucher, Project-based Voucher, and Public Housing programs (for Special Purpose Vouchers (e.g., HUD-VASH, FUP, FYI, etc.), see also program specific guidance)	If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing. For HUD-VASH, if the veteran is removed, the remaining family member(s) can keep receiving assistance or living in the assisted housing as applicable. If the veteran was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days to establish program eligibility or find alternative housing.
Section 202/811 PRAC and SPRAC	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or until the lease expires, whichever is first, to establish program eligibility or find alternative housing.
Section 202/8	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or when the lease expires, whichever is first, to establish program eligibility or find alternative housing. If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
Section 236 (including RAP); Project-based Section 8 and Mod Rehab/SRO	The remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
HOPWA	The remaining household member(s) must be given no less than 90 calendar days, and not more than one year, from the date of the lease bifurcation to establish program eligibility or find alternative housing. The date is set by the HOPWA Grantee or Project Sponsor.

Are there any reasons that I can be evicted or lose assistance? VAWA does not prevent you from being evicted or losing assistance for a lease violation, program violation, or violation of other requirements that are not due to the VAWA violence/abuse committed against you or an affiliated person. However, a covered housing provider cannot be stricter with you than with other tenants, just because you or an affiliated person experienced VAWA abuse/violence. VAWA also will not prevent eviction, termination, or removal if other tenants or housing staff are shown to be in immediate, physical danger that could lead to serious bodily harm or death if you are not evicted or removed from assistance. **But only if no other action can be taken to reduce or eliminate the threat** should a covered housing provider evict you or end your assistance, if the VAWA abuse/violence happens to you or an affiliated person. A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you receive an eviction or termination notice and prior to termination of tenancy.

What do I need to document that I am a victim of VAWA abuse/violence? If you ask for VAWA protection, the covered housing provider may request documentation showing that you (or a household member) are a victim. BUT the covered housing provider must make this request in writing and must give you at least 14 business days (weekends and holidays do not count) to respond, and you are free to choose any <u>one</u> of the following:

1. <u>A self-certification form (for example, Form-HUD 5382)</u>, which the covered housing provider must give you along with this notice. Either you can fill out the form or someone else can complete it for you;
2. <u>A statement from a victim/survivor service provider, attorney, mental health professional or medical professional</u> who has helped you address incidents of VAWA violence/abuse. The professional must state "under penalty of perjury" that he/she/they believes that the incidents of VAWA violence/abuse are real and covered by VAWA. Both you and the professional must sign the statement;
3. <u>A police, administrative, or court record</u> (such as a protective order) that shows you (or a household member) were a victim of VAWA violence/abuse; **OR**
4. <u>If allowed by your covered housing provider, any other statement or evidence provided by you.</u>

It is your choice which documentation to provide and the covered housing provider must accept any one of the above as documentation. The covered housing provider is prohibited from seeking additional documentation of victim status or requiring more than one of these types of documentation, unless the covered housing provider receives conflicting information about the VAWA violence/abuse.

If you do not provide one of these types of documentation by the deadline, the covered housing provider does not have to provide the VAWA protections you requested. If the documentation received by the covered housing provider contains conflicting information about the VAWA violence/abuse, the covered housing provider may require you to provide additional documentation from the list above, but the covered housing provider must give you another 30 calendar days to do so.

Will my information be kept confidential? If you share information with a covered housing provider about why you need VAWA protections, the covered housing provider must keep the information you share strictly confidential. This information should be securely and separately kept from your other tenant files. No one who works for your covered housing provider will have access to this information, unless there is a reason that specifically calls for them to access this information, your covered housing provider explicitly authorizes their access for that reason, and that authorization is consistent with applicable law.

Your information **<u>will not be disclosed</u>** to anyone else or put in a database shared with anyone else, except in the following situations:
1. If you give the covered housing provider written permission to share the information for a limited time;
2. If the covered housing provider needs to use that information in an eviction proceeding or hearing; or
3. If other applicable law requires the covered housing provider to share the information.

How do other laws apply? VAWA does not limit the covered housing provider's duty to honor court orders about access to or control of the property, or civil protection orders issued to protect a victim of VAWA abuse/violence. Additionally, VAWA does not limit the covered housing provider's duty to comply with a court order with respect to the distribution or possession of property among household members during a family break up. The covered housing provider must follow all applicable fair housing and civil rights requirements.

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. To request a reasonable accommodation, please contact **ANY OF OUR MEMBERS OF THE LEASING OFFICE STAFF**. Your covered housing provider must also ensure effective communication with individuals with disabilities.

Have your protections under VAWA been denied? If you believe that the covered housing provider has violated these rights, you may seek help by contacting your **LOCAL HUD FHEO FIELD OFFICE using the CONTACT INFORMATION listed below**.

Region 4: Georgia, Kentucky, South Carolina, and Tennessee Atlanta Regional Office of FHEO U.S. Department of Housing and Urban Development 77 Forsyth St SW Atlanta, GA 30303 (800) 440-8091	**Region 5: Illinois, Indiana, Ohio, and Wisconsin** Chicago Regional Office of FHEO U.S. Department of Housing and Urban Development Ralph H. Metcalfe Federal Building 77 W. Jackson Boulevard Suite 2202 Chicago, IL 60604 (312) 913-8453 OR, (800) 765-9372
Region 7: Iowa, Kansas, Missouri, and Nebraska Kansas City Regional Office of FHEO U.S. Department of Housing and Urban Development Great Plains Office 400 State Avenue Kansas City, KS 66101 (913) 551-6958 OR, (800) 743-5323	**Region 8: Colorado, Montana, North Dakota, South Dakota, Utah, and Wyoming** Denver Regional Office of FHEO U.S. Department of Housing and Urban Development 1670 Broadway Denver, Colorado 80202 (303) 672-5437 OR, (800) 877-7353
Region 9: Arizona, American Samoa, California, Guam, Hawaii, and Nevada San Francisco Regional Office of FHEO U.S. Department of Housing and Urban Development One Sansome Street Suite 1200 San Francisco, CA 94104 (415) 489-6524 OR, (800) 347-3739	**Region 10: Alaska, Idaho, Oregon, and Washington** Seattle Regional Office of FHEO U.S. Department of Housing and Urban Development Seattle Federal Office Building 909 First Avenue Suite 300 Seattle, WA 98104 (206) 220-5170 OR, (800) 877-0246

You can also find additional information on filing VAWA complaints at https://www.hud.gov/VAWA and https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA. To file a VAWA complaint, visit https://www.hud.gov/fairhousing/fileacomplaint.

Need further help?

- For additional information on VAWA and to find help in your area, visit https://www.hud.gov/vawa.
- To talk with a housing advocate, **contact the organizations listed here, associated with your location**.

Public reporting burden for this collection of information is estimated to range from 45 to 90 minutes per each covered housing provider's response, depending on the program. This includes time to print and distribute the form. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, D.C. 20410. This notice is required for covered housing programs under section 41411 of VAWA and 24 CFR 5.2003. Covered housing providers must give this notice to applicants and tenants to inform them of the VAWA protections as specified in section 41411(d)(2). This is a model notice, and no information is being collected. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

If you or someone you know is in immediate danger, please call 911. For confidential support and resources, consider reaching out to the National Domestic Violence Hotline at 1-800-799-7233.

WE CAN ALSO PROVIDE A LIST OF RESOUCRES IN CALIFORNIA or WASHINGTON- please let us know if you'd like this list.

<table>
<tr><td>ARIZONA</td><td colspan="2">Arizona Coalition to End Sexual and Domestic Violence: Provides advocacy, legal assistance, emergency shelter, and transitional housing. They collaborate with community-based organizations and state agencies to coordinate services for survivors.</td></tr>
<tr><td>County, State</td><td>DV Shelter or Org</td><td>Legal Aid Resources</td></tr>
<tr><td>Maricopa, AZ</td><td>Arizona Coalition to End Sexual and Domestic Violence (ACESDV):
Phone: (602) 279-2900
Website: acesdv.org
Address: 1940 E. Luke Avenue, Phoenix, AZ 85016
Services: advocacy, resources, support for survivors of domestic violence and sexual assault across Arizona.</td><td>Community Legal Services (CLS):
Phone: (602) 258-3434
Website: clsaz.org
Address: 305 S. 2nd Avenue, Phoenix, AZ 85003
Services: Provides free civil legal assistance to low-income individuals and families in areas such as housing, public benefits, and family law.</td></tr>
<tr><td>Pima, AZ</td><td>Southern Arizona Center Against Sexual Assault (SACASA):
Phone: (520) 327-1171
Website: sacasa.org
Address: 140 N. Stone Avenue, Suite 1400, Tucson, AZ 85701
Services: Offers support, advocacy, and counseling for survivors of sexual assault and abuse.</td><td>Southern Arizona Legal Aid (SALA):
Phone: (520) 623-9465
Website: sala.org
Address: 747 W. Congress Street, Tucson, AZ 85745
Services: Offers free legal services to eligible low-income individuals in civil matters, including housing, and family law.</td></tr>
<tr><td>COLORADO</td><td colspan="2">For more comprehensive resources and support, you can visit the following directories:
Violence Free Colorado – Survivor Resources:
Website: violencefreecolorado.org
Services: Find community-based domestic violence agencies near you offering confidential support, emergency shelter, legal advocacy, and more.</td></tr>
<tr><td>Adams, CO</td><td>Family Tree – Domestic Violence Services:
Phone: (303) 420-6752
Website: thefamilytree.org
Address: 3801 E. Florida Avenue, Suite 400, Denver, CO 80210
Services: Provides shelter, legal advocacy, and support services for survivors of domestic violence.</td><td>Metro Volunteer Lawyers:
Phone: (303) 860-1115
Website: denbar.org/metrovl
Address: 1905 Sherman Street, Suite 400, Denver, CO 80203
Services: Provides free legal assistance in civil matters to low-income individuals, including those in Jefferson County.</td></tr>
</table>

COLORADO		
County, State	**DV Shelter or Org**	**Legal Aid Resources**
Denver, CO	Rose Andom Center: • Phone: (720) 337-4900 • Website: roseandomcenter.org • Address: 1330 Fox Street, Denver, CO 80204 • Services: Provides comprehensive support and services for survivors of domestic violence.	Colorado Legal Services (Denver Office): • Phone: (303) 837-1313 • Website: coloradolegalservices.org • Address: 1905 Sherman Street, Suite 300, Denver, CO 80203 • Services: Provides free civil legal assistance to low-income individuals and seniors in areas such as housing, family law, and public benefits.
La Plata, CO	Alternative Horizons: • Phone: (970) 247-9619 • Website: alternativehorizons.org • Address: PO Box 503, Durango, CO 81302 • Services: Provides a 24-hour crisis line, emergency shelter, and support services for survivors of domestic violence.	Colorado Legal Services (Durango Office): • Phone: (970) 247-0266 • Website: coloradolegalservices.org • Address: 1474 Main Avenue, Suite 200, Durango, CO 81301 • Services: Offers free legal assistance to low-income individuals and seniors in civil matters, housing and family law.
Larimer, CO	La Familia: • Phone: (970) 493-1610 • Website: lafamiliacolorado.org • Address: 309 Hickory Street, Fort Collins, CO 80524 • Services: Provides culturally sensitive support and services for survivors of domestic violence and sexual assault.	Larimer County Bar Association Pro Bono Program: • Phone: (970) 490-6082 • Website: larimercountybar.org • Address: P.O. Box 781, Fort Collins, CO 80522 • Services: Offers pro bono legal services to low-income individuals in civil matters.
GEORGIA	For additional support and resources, you can contact the Georgia Coalition Against Domestic Violence (GCADV): • Phone: (404) 209-0280 • Website: gcadv.org • Services: Provides statewide advocacy, education, and support for domestic violence programs and survivors.	
Chatham, GA	Safe Shelter Center for Domestic Violence Services: • Phone: (912) 629-8888 • Website: safeshelter.org Services: Offers emergency shelter, counseling, legal advocacy, and outreach services to victims of domestic violence.	Georgia Legal Services Program (GLSP): • Phone: (833) 457-7529 • Website: glsp.org Services: Offers free civil legal services to low-income residents in Chatham County, addressing issues such as housing, family law, and public benefits.

GEORGIA		
County, State	**DV Shelter or Org**	**Legal Aid Resources**
DeKalb, GA	Women's Resource Center to End Domestic Violence: • Phone: (404) 688-9436 • Website: wrcdv.org • Services: Provides support, advocacy, and resources to survivors of domestic violence, including a 24/7 crisis line.	Atlanta Legal Aid Society – DeKalb County Office: • Phone: (404) 377-0701 • Website: atlantalegalaid.org • Services: Provides free civil legal assistance to low-income individuals in DeKalb County, covering areas like family law, housing, and consumer rights.
Floyd, GA	Floyd County, GA: • Hospitality House for Women, Inc.: • Phone: (706) 235-4673 • Website: Hospitality House for Women • Services: Provides emergency shelter, advocacy, and support services for women and children affected by domestic violence.	Georgia Legal Services Program (GLSP): • Phone: (833) 457-7529 • Website: glsp.org • Services: Provides free legal assistance in civil matters to low-income individuals in Floyd County and surrounding areas.
Fulton, GA	Partnership Against Domestic Violence (PADV): • Phone: (404) 873-1766 • Website: padv.org • Services: Offers emergency shelter, counseling, legal advocacy, and support groups for survivors of domestic violence.	Atlanta Volunteer Lawyers Foundation (AVLF) – Safe Families Office: • Phone: (404) 612-4324 • Website: avlf.org • Services: Assists individuals seeking Temporary Protective Orders (TPO) and provides legal support for domestic violence survivors.
Morgan, GA	Morgan County Family Violence Task Force: • Phone: (404) 657-3412 • Website: Morgan County Family Violence Task Force • Services: Offers resources and support to victims of domestic violence in Morgan County.	Georgia Legal Services Program (GLSP): • Phone: (833) 457-7529 • Website: glsp.org • Services: Offers free civil legal services to low-income residents in Morgan County and other counties outside the metro-Atlanta area.
Sumter, GA	Sumter County Family Violence Task Force: • Phone: (352)753-5800 • Website: https://www.havenlakesumter.org/domestic-violence • Domestic Violence Crisis Intervention & Case Management	Georgia Legal Services Program (GLSP): • Phone: (833) 457-7529 • Website: glsp.org • Services: Provides free legal services to low-income individuals in civil matters across 154 Georgia counties, including Sumter County.

IDAHO		
County, State	DV Shelter or Org	Legal Aid Resources
Ada, ID	WCA (Women's and Children's Alliance) • Phone: (208) 343-3688 • Website: wcaboise.org • Services: Provides emergency shelter, counseling, case management, and legal advocacy for survivors of domestic violence and sexual assault.	Idaho Legal Aid Services • Phone: 208- 746-7541 • Website: https://www.idaholegalaid.org/ • Services: Offers civil legal services to residents in Idaho.
Latah, ID	Alternatives to Violence of the Palouse • Phone: (208) 883-HELP (4357) • Website: atvp.org • Services: Offers emergency shelter, crisis intervention, counseling, and advocacy services to survivors of domestic violence and sexual assault.	Idaho Legal Aid Services • Phone: 208- 746-7541 • Website: https://www.idaholegalaid.org/ • Services: Offers civil legal services to residents in Idaho.
ILLINOIS	For additional support, the Illinois Coalition Against Domestic Violence (ICADV) is a statewide organization that collaborates with local shelters and provides resources for survivors. • Website: ilcadv.org	
Cook, IL	Connections for Abused Women and their Children (CAWC) • Phone: (773) 278-4566 • Website: cawc.org • Services: Provides shelter, counseling, advocacy, and a 24-hour crisis line for survivors of domestic violence.	Legal Aid Chicago • Phone: (312) 341-1070 • Website: legalaidchicago.org • Services: Offers free civil legal services to people living in poverty in Cook County, covering areas such as consumer rights, housing, public benefits, and family law.
DuPage, IL	• Family Shelter Service of Metropolitan Family Services DuPage • Phone: (630) 469-5650 (24/7 Hotline) • Website:metrofamily.org/fssofmfsd/ • Services: Offers emergency shelter, counseling, court advocacy, and support groups for individuals affected by domestic violence.	DuPage Bar Legal Aid Service • Phone: (630) 653-6212 • Address: 126 S County Farm Rd, Wheaton, IL 60187 • Services: Provides pro bono legal services to low-income residents in areas like bankruptcy, criminal, divorce, and estate planning.
Kane, IL	Mutual Ground • Phone: (630) 897-0080 • Website: mutualground.org • Services: Provides emergency shelter, legal and medical advocacy, counseling, and support services for survivors of domestic violence and sexual assault.	Prairie State Legal Services (PSLS) – Batavia Office • Phone: (630) 232-9415 • Website: pslegal.org • Services: Provides free legal services to low-income individuals and seniors in civil matters, including family law, housing, and public benefits.

ILLINOIS		
County, State	DV Shelter or Org	Legal Aid Resources
Kankakee, IL	Harbor House • Phone: (815) 932-5800 • Website: harborhousedv.org • Services: Provides emergency shelter, counseling, legal advocacy, and support services for victims of domestic violence.	Prairie State Legal Services (PSLS) – Kankakee Office • Phone: (815) 935-2750 • Website: pslegal.org • Services: Provides free civil legal services to low-income individuals and seniors, covering issues like housing, and family law.
Lake, IL	A Safe Place • Phone: (847) 249-4450 • Website: asafeplaceforhelp.org • Services: Offers emergency shelter, court advocacy, counseling, and support groups for survivors of domestic violence.	Prairie State Legal Services (PSLS) – Waukegan Office • Phone: (847) 662-6925 • Website: pslegal.org • Services: Offers free legal assistance including housing, family law, and public benefits, to eligible clients.
LaSalle, IL	ADV & SAS (Advocacy, Domestic Violence & Sexual Assault Services) • Phone: (815) 433-4357 • Website: adv-sas.org • Services: Offers emergency shelter, counseling, legal advocacy, and support services for survivors of domestic violence and sexual assault.	Prairie State Legal Services (PSLS) – Ottawa Office • Phone: (815) 434-5903 • Website: pslegal.org • Services: Offers free legal assistance in civil cases, including housing, public benefits, and family law, for eligible clients.
Vermilion, IL	Survivor Resource Center • Phone: 217-446-1337 • Website:survivorresourcecenter.org/ • Services: Provides counseling, legal advocacy, medical advocacy and support services for victims of domestic violence.	Land of Lincoln Legal Aid • Phone: (217) 356-1351 • Website: lincolnlegal.org • Services: Provides free civil legal services to low-income individuals and seniors, focusing on areas like housing, consumer issues, and public benefits.
INDIANA		
Madison, IN	Alternatives Incorporated • Phone: (866) 593-9999 • Website: alternativesdv.org • Services: Provides emergency shelter, support services, and advocacy for survivors of domestic and sexual violence in Central Indiana.	Legal Aid of East Central Indiana: • Phone: 800-910-4407 • Website: myjustice.org • Services: free legal assistance to individuals who cannot afford a lawyer due to limited resources. They serve residents in Madison County and other nearby counties.
Marion, IN	The Julian Center • Phone: (317) 920-9320 • Website: juliancenter.org • Services: Offers emergency shelter, counseling, and legal advocacy for survivors of domestic and sexual violence.	Indiana Legal Services (ILS): • Phone: 317-631-9410 • Website: indianalegalservices.org • Services: helps low-income individuals with various legal issues, including family housing and consumer law.

KANSAS		
County, State	DV Shelter or Org	Legal Aid Resources
Barton, KS	Family Crisis Center, Inc. • Phone: (620) 793-9941 • Website: familycrisiscntr.org • Services: Provides emergency shelter, advocacy, and support services to survivors of domestic and sexual violence.	Family Crisis Center, Inc. • Phone: (620) 793-9941 • Website: https://familycrisiscntr.org/ • Services: Provides emergency shelter, advocacy, and support services to survivors of domestic and sexual violence.
KENTUCKY		
Caldwell, KY	Sanctuary, Inc. • Location: Hopkinsville, KY • Hotline: (800) 766-0000 (available 24/7) • Website: https://thesanctuaryinc.com/ • Services: Sanctuary, Inc. is the state-designated domestic violence shelter program for the Pennyrile region, which includes Caldwell County. They provide emergency shelter, advocacy, counseling, and support services to survivors of domestic violence and sexual assault.	Kentucky Legal Aid • Address: 1700 Destiny Lane, Bowling Green, KY 42104 • Phone: (270) 782-5740 • Toll-Free Intake Line: (866) 452-9243 • Website: https://www.klaid.org/ • Services: Kentucky Legal Aid provides free legal assistance to low-income individuals and families in civil matters, including family law issues, housing, public benefits, and more. They serve 35 counties in South Central and Western Kentucky, including Caldwell County.
Jefferson, KY	The Center for Women and Families • Phone: (502) 581-7222 • Website: thecenteronline.org • Services: Offers emergency shelter, crisis intervention, counseling, and advocacy services for individuals affected by domestic violence and sexual assault.	The Center for Women and Families • Phone: (502) 581-7222 • Website: https://www.thecenteronline.org/ • Services: Offers emergency shelter, crisis intervention, counseling, and advocacy services for individuals affected by domestic violence and sexual assault.
McCracken, KY	Merryman House Domestic Crisis Center • Phone: (800) 585-2686 • Website: merrymanhouse.org • Services: Provides emergency shelter, counseling, and support services for survivors of domestic violence.	Merryman House Domestic Crisis Center • Phone: (800) 585-2686 • Website: https://www.merrymanhouse.org/ • Services: Provides emergency shelter, counseling, and support services for survivors of domestic violence.

MISSOURI		
County, State	DV Shelter or Org	Legal Aid Resources
Jasper, MO	Lafayette House • Phone: (417) 782-1772 • Website: lafayettehouse.org • Services: Offers shelter, counseling, and support services to individuals affected by domestic violence and substance abuse.	Legal Aid of Western Missouri – Joplin Office • Phone: (417) 782-1650 • Website: https://lawmo.org/ • Services: Provides legal assistance in civil matters to low-income individuals.
NEBRASKA		
Douglas, NE	Catholic Charities Domestic Violence Services • Phone: (402) 558-5700 • Services: Emergency hotline, shelter services, safety planning, community options, and emergency shelter for victims of abuse, sexual assault, and trafficking. Advocates are available 24/7 for those in imminent danger.	Legal Aid of Nebraska • Phone: (402) 348-1060 • Website: https://www.legalaidofnebraska.org/ • Services: Provides free legal assistance to low-income individuals in civil matters.
Lancaster, NE	Friendship Home • Phone: (402) 437-9302 • Website: friendshiphome.org • Services: Provides safe shelter, support, and advocacy for individuals experiencing domestic violence.	Legal Aid of Nebraska • Phone: (402) 435-2161 • Website: https://www.legalaidofnebraska.org/ • Services: Offers eligible individuals free legal assistance in civil matters.
Sarpy, NE	Sarpy County Victim Witness Unit • Phone: (402) 593-2201 • Services: Assists victims of domestic violence with questions about criminal cases or protection orders.	Legal Aid of Nebraska • Phone: (402) 348-1060 • Website: https://www.legalaidofnebraska.org/ • Services: Provides free civil legal services to low-income residents.
NORTH CAROLINA		
Gaston, NC	Cathy Mabry Cloninger Center • Phone: (704) 852-6000 • Website: hopeunitedgaston.com/theshelter/ • Services: Provides temporary, emergency shelter for victims of domestic violence who are in imminent danger. Personalized services, therapists, case managers, and advocates.	Legal Aid of North Carolina – Gastonia Office • Phone: (704) 865-2357 • Website: https://www.legalaidnc.org/ • Services: Offers free legal services in civil matters to eligible clients.

OHIO		
County, State	DV Shelter or Org	Legal Aid Resources
Hamilton, OH	YWCA Greater Cincinnati Domestic Violence Shelter • Phone: (513) 872-9259 • Website: ywcacincinnati.org • Services: Provides emergency shelter and supportive services to survivors of domestic violence.	Legal Aid Society of Greater Cincinnati • Phone: (513) 241-9400 • Website: https://lascinti.org/ • Services: Offers legal assistance in civil matters to low-income individuals.
Lucas, OH	Bethany House • Phone: (419) 727-4948 • Website: bethanyhousetoledo.org • Services: Provides long-term shelter and support for victims of domestic violence and their children.	Legal Aid of Western Ohio (LAWO) • Phone: (419) 724-0460 • Website: https://www.lawolaw.org/ • Services: Offers free civil legal services to eligible clients.
Montgomery, OH	Artemis Center • Phone: (937) 461-5091 • Website: artemiscenter.org • Services: Offers support and advocacy services to victims of domestic violence.	Legal Aid of Western Ohio (LAWO) • Phone: (877) 894-4599 • Website: https://www.lawolaw.org/ • Services: Provides free legal assistance in civil matters to low-income individuals.
Seneca, OH	First Step • Phone: (419) 435-7300 • Website: firststepweb.org • Services: Offers shelter and support services to survivors of domestic violence and their children.	Legal Aid of Western Ohio (LAWO) • Phone: (888) 534-1432 • Website: https://www.lawolaw.org/ • Services: Provides legal assistance in civil matters to low-income individuals.
Wood, OH	The Cocoon • Phone: (419) 373-1730 • Website: thecocoon.org • Services: Provides safety, healing, and justice for survivors of domestic and sexual violence.	Legal Aid of Western Ohio (LAWO) • Phone: (888) 534-1432 • Website: https://www.lawolaw.org/ • Services: Offers free legal services in civil matters to eligible clients.
OREGON		
Clackamas, OR	Clackamas Women's Services • Phone: (503) 654-2288 • Website: cwsor.org • Services: Offers comprehensive support services, including emergency shelter, for individuals affected by domestic violence.	Legal Aid Services of Oregon – Portland Regional Office • Phone: (503) 224-4086 • Website: https://lasoregon.org/ • Services: Provides civil legal services to low-income individuals.

SOUTH DAKOTA		
County, State	DV Shelter or Org	Legal Aid Resources
Pennington, SD	Working Against Violence, Inc. (WAVI) • Phone: (605) 341-3292 • Website: wavi.org • Services: Provides shelter and support services to victims of domestic violence and sexual assault.	East River Legal Services • Phone: (605) 336-9230 • Website: https://erlservices.org/ • Services: Offers free legal assistance in civil matters to eligible individuals.
TENNESSEE		
Knox, TN	Family Crisis Center • Phone: (865) 637-8000 • Website: ceasefuneralhome.com • Services: Offers emergency shelter and support services to individuals affected by domestic violence.	Legal Aid of East Tennessee • Phone: (865) 637-0484 • Website: https://www.laet.org/ • Services: Provides civil legal assistance to low-income individuals and families.
UTAH		
Davis, UT	Safe Harbor Crisis Center • Phone: (801) 444-9161 • Website: safeharborhope.org • Services: Provides shelter, supportive services, and advocacy to survivors of domestic violence and sexual assault.	Utah Legal Services • Phone: (801) 328-8891 • Website: (https://www.utahlegalservices.com)
WISCONSIN	Please note that eligibility for services may vary, and it's advisable to contact these organizations directly to inquire about specific assistance.	
Kenosha, WI	Women and Children's Horizons • Phone: (262) 652-9900 • Website: https://www.wchkenosha.org/ • Services: Provides support, shelter, education, training, and healing services to victims of sexual and domestic abuse, their families, and the community.	Legal Action of Wisconsin – Racine and Kenosha Area Office • Phone: (262) 635-8836 • Website: https://legalaction.org/about/contact-us/ • Services: Provides free legal services to low-income individuals in various civil matters.
Milwaukee, WI	Sojourner Family Peace Center • Phone: (414) 933-2722 • Website: https://www.familypeacecenter.org/ • Services: Offers emergency shelter, advocacy, support services, and education for individuals affected by domestic violence.	Legal Aid Society of Milwaukee • Phone: (414) 727-5300 • Website: https://legalaidmke.com/ • Services: Specializes in civil matters involving housing security, guardianship, consumer protection, financial health, civil rights, and immigration.

WISCONSIN		
County, State	DV Shelter or Org	Legal Aid Resources
Racine, WI	Women's Resource Center • Phone: (262) 633-3233 • Website: https://www.wrcracine.com/ Services: Provides emergency shelter, advocacy, and support services to survivors of domestic violence.	Legal Action of Wisconsin – Racine and Kenosha Area Office • Phone: (262) 635-8836 • Website: https://legalaction.org/about/contact-us/ Services: Offers free legal services to low-income individuals in various civil matters.
Winnebago, WI	Christine Ann Domestic Abuse Services • Phone: (920) 235-5998 • Website: https://www.christineann.net/ • Services: Operates a 64-bed emergency shelter for individuals and families needing safety and shelter from abusive situations.	Legal Action of Wisconsin – Oshkosh Area Office • Phone: (920) 233-6521 • https://legalaction.org/about/contact-us/ • Services: Provides free legal services to low-income individuals in civil matters, including housing, public benefits, and family law.

GRIEVANCE PROCEDURE
Mercy Housing Management Group

PURPOSE

The purpose of this procedure is to provide a process for applicants and residents to discuss complaints or problems with management and to receive careful consideration and a prompt resolution.

DEFINITION

A grievance is defined as, "a condition of occupancy or application of policy that the applicant or resident believes to be unjust or inequitable".

POLICY

1. Grievance Procedures will be posted on the apartment community bulletin board in the rental office and distributed to residents filing a grievance.

2. Applicants/Residents are encouraged to discuss grievances or occupancy problems with management.

3. Management will handle all grievances as an important business matter, making every effort to arrive at a prompt and equitable solution. Applicant/Resident's identity will be kept private while grievance is investigated.

4. Grievances will NOT negatively reflect on an applicant/resident's right to occupancy or any other right or privilege under the lease.

5. Whenever possible, all parties to the grievance must be present to discuss the issue, unless the circumstances warrant a different procedure.

6. Determinations of grievances appealed to the Property Manager and/or Property Supervisor will be issued in writing.

PROCEDURES

1. The Applicant/Resident will:
   A. Issue grievances by taking the following steps within 14 days:
      (1) Discuss the grievance or problem first with the Property Manager.
      (2) If the matter is not satisfactorily resolved, then discuss the issue with the Area Director of Operations from the Mercy Corporate office.

(3) If the matter is still not satisfactorily resolved, discuss the issue with the Regional Vice President. This meeting must be requested in writing. If you are unable to respond in writing, then an alternative method will be acceptable, i.e. request for a staff or family member to write for you as spoken by the applicant/resident.

2. The Manager will:
   A. Give a copy of the Grievance Procedure to applicants/residents filing a grievance.
   B. Schedule a meeting within three (3) working days.
   C. Allow the applicant/resident sufficient time to explain the grievance and to discuss the issue.
   D. Give a determination, based upon company policy and/or practice, immediately or within five (5) working days of the meeting.
3. The Area Director will:
   A. Establish a meeting, to include the applicant/resident and Manager, within five (5) working days.
   B. Allow the applicant/resident sufficient time to explain the grievance, and give the Manager sufficient time to give her/his interpretation and to discuss the issue.
   C. Make a decision, based upon company policy and/or practice, and give a written determination within five (5) working days of the meeting.
4. The Regional Vice President will:
   A. Establish a meeting, to include the applicant/resident, Property Manager and the Area Director, within five (5) working days from receipt of the written request.
   B. Allow the applicant/resident sufficient time to explain the grievance, the Property Manager and Area Director sufficient time to give their interpretation and to discuss the issue.
   C. Make a decision, based upon company policy and/or practice, and give a written determination within five (5) working days of the meeting.

Persons with disabilities have the right to request reasonable accommodations to participate in the informal hearing process. You may do so by addressing your concerns to:

504 Coordinator
«CUSTOM_CFOwnerLegalEntityName»
504adacoordinator@mercyhousing.org
Fax: 877-245-7121
303-830-3300
TTY: 1-800-877-8973 or 711
«siteowneraddressline1and2»
«siteowneraddresscity», «siteowneraddressstate» «siteowneraddresszip»

By my/our signature below, I/we acknowledge receipt of the aforementioned Grievance Procedures:

1. Resident Signature	Resident Printed Name	Date
2. Resident Signature	Resident Printed Name	Date
3. Resident Signature	Resident Printed Name	Date
4. Resident Signature	Resident Printed Name	Date
5. Resident Signature	Resident Printed Name	Date
6. Resident Signature	Resident Printed Name	Date
7. Resident Signature	Resident Printed Name	Date
Agent Signature		Date