

**RESIDENT SELECTION PLAN**  
**ABINGTON ARMS**  
**Project-Based Section 8**  
**Low Income Housing Tax Credits**

**FAIR HOUSING**

The owner and agent of this apartment community are committed to following the letter and the spirit of the law in regards to fair housing. In conjunction with Title VI of the Civil Rights Act of 1964, and other federal, state and local laws, we do not discriminate on the basis of race, color, religion, sex, national origin, disability, familial status, creed, marital status, sexual orientation, gender identity, age, military status, ancestry, or any other protected class, in the admission or access to, treatment or employment in its federally assisted programs and activities.

**SECTION 504**

The owner and agent of this apartment community comply with Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability by recipients of federal financial assistance.

The owner/agent has designated the following person as the Section 504 Coordinator:

Viviana M Mesa  
Director of Operations  
Signature Housing Solutions  
6111 Broken Sound Parkway NW, Suite 340  
Boca Raton, FL 33487  
ph: 561-998-0700 (TTY: 711)

**Reasonable Accommodations/Reasonable Modifications** The owner/agent will make reasonable accommodations or modifications available to individuals with disabilities unless such accommodations or modifications would change the fundamental nature of the program or have an undue financial or administrative burden. For the purpose of reasonable accommodations & reasonable modifications, a person with a disability is defined as any person who has a physical or mental impairment that substantially limits one or more major life activities, or a person who has a record of such impairment or is generally regarded as having such an impairment. Reasonable accommodations and reasonable modifications may be limited to applicants and residents.

## DEFINITIONS

**“Resident Selection Plan”** This document, in its entirety, including any appendices or attachments

**“Owner/Agent”** The owner of the apartment community for which this Resident Selection Plan was created, the managing agent, their employees, assignees, or others having permission to act on their behalf.

**“Apartment Community”** Generally used here; the apartment community is the property listed on the cover sheet of this Resident Selection Plan

**“Applicant”** Any person or persons applying as a family and/or household to reside in the Apartment Community

**“HOTMA”** The Housing Opportunity through Modernization Act of 2016 (HOTMA) On July 29, 2016, HOTMA was signed into law. HOTMA makes numerous amendments to Sections 3, 8, and 16 of the United States Housing Act of 1937(1937 Act), including significant changes to income calculation, net family assets, and income reviews. HUD finalized HOTMA rulemaking in 2023 to put Sections 102, 103, and 104 into effect through revisions to HUD’s regulations found in 24 CFR Part 5 and 24 CFR Part 891.

- Section 102 addresses income reviews, including the frequency of income reviews and revises the definitions of income and assets.
- Section 103 is not applicable to multifamily housing programs.
- Section 104 sets asset limits for both Section 8 Project-Based Rental Assistance and Section 202/8 programs.

## PROCEDURES FOR ACCEPTING APPLICATIONS

**\*Applying to the Rental Office** The owner / agent will accept applications in person at the rental office located at the property address listed on the cover page of this document. The owner/agent will not accept applications sent to the corporate office or any other location. Any applicant who cannot access the office may request a reasonable accommodation in order to apply for residency.

**Only Complete Applications May be Accepted** The owner/agent may refuse to accept any incomplete application. For the purpose of this section, incomplete shall mean an application or related documents that are not fully completed, which have unanswered questions, “blanks” in the application or forms, are unsigned, and/or supporting and required information is not presented (such as proof of age, identity, citizenship status, etc.) Should the owner/agent accept an application which is incomplete, or if the owner/agent later learns the documentation is incomplete, the owner/agent may, at its sole discretion, provide ten (10) days for the applicant to complete the application and/or provide any requested documentation. If the applicant has not fully completed the application or provided the required additional information or documentation, the owner/agent may refuse or deny the application.

**Supporting Documents** In addition to the completed application and related documents provided to the applicant, the applicant must return, at the time of application, for all household members, the following supporting documents in order for an application to be accepted:

- Proof of Identification: a government-issued photo identification document, such as a driver's license, passport, or other official ID. Such ID must be currently valid (non-expired), original and legible.
- Social Security Number: Social Security Card or other original, official government document that lists the full social security number and full name of the applicant. (Note: For family members under 6 years old, the owner/agent may provide additional time. More information on this topic is available later in this document).
- Proof of age: Official proof of age featuring the applicant's date of birth, such as birth certificate, valid passport, social security administration printout showing a date of birth, naturalization certificate, military discharge papers or other documents accepted by HUD. **Note:** a driver's license or state ID is not acceptable proof of age.
- Proof of Citizenship: US birth certificate, US passport, or other official government document which indicates citizenship, for those required to provide additional documentation (see the Citizenship Declaration Form for more information).
- Proof of immigration status (when applicable): permanent resident card, I94 Visa, etc. (see citizenship declaration form for complete list).

If so, requested by the owner/agent at the time the application, the owner/agent may also require *other* documentation at the time of application to ensure a timely processing of the application. Such documentation includes, but is not limited to verification of income, assets, expenses, student status, proof of name changes, verification of preference status, or other documentation. When such documentation is requested, it will generally be noted in the application packet.

Documents which *are* time sensitive must be dated within 120 days of the date of receipt by the owner/agent (example: pay stubs). Some items *are not* time sensitive (examples: social security card or birth certificate) and, as such, are not required to be dated within 120 days of the date of receipt by the owner/agent.

**Original Documents** The owner/agent reserves the right to require that original documents be presented. The owner/agent will not accept a photocopy of certain documents from the applicant. This requirement shall also include supporting documentation such as identification documents, proof of age or citizenship, verification of income/assets or other information, and other documents required to accompany the application or to verify eligibility for occupancy. The owner/agent will not accept applications that are emailed, faxed, or otherwise not original.

**Accepting Applications & Preliminary Screening are not Guarantees or Offers of Housing** The act of the owner/agent accepting an application does not guarantee the applicant residency at the apartment community. Should a waiting list be present for the apartment community, the owner/agent may conduct a preliminary screening of the applicant per the screening criteria listed in this Resident Selection Plan at or around the time of application, and again when the applicant approaches the top of the waiting list. The preliminary screening is conducted as a courtesy to the applicant and as an administrative convenience to the owner/agent. The preliminary screening may include any one or more of the screening criteria indicated in this Resident Selection Plan. Successful preliminary screening is not a guarantee of an offer for housing. Should the time between the initial screening and the final pre-move-in screening exceed 120 days, the applicant will be screened again. This may result in additional "hits" against credit bureau scores and background checks. A final determination of eligibility will be made

when a suitable unit becomes available. *There is a possibility that an applicant may “pass” a preliminary screening but subsequently “fail” prior to move-in.*

**Applications are Accepted in Order** Applications completed in full and properly signed and presented with all necessary documentation will be date and time stamped by the owner/agent upon receipt. Applications will be sorted and placed on a waiting list or processed based on bedroom size and chronological order. Some preferences and regulatory restrictions apply, as described in this Resident Selection Plan.

**All Household Members Must Apply Together** All adult (18 years or older) applicants are required to complete a separate application. Any household with one or more adults must apply at the same time and indicate the additional household members on the application and the family summary sheet. Failure to supply completed applications for all household members at the same time may result in the household being rejected. If any one application for a member of the household is rejected or removed, the entire household will be rejected or removed.

**Change in Application Documents** From time-to-time, typically as a result of new regulatory requirements, the owner/agent may change the application form, supporting documents, or require separate documentation to accompany the application. The applicant must, when notified by the owner/agent, complete a new and/or updated application or additional documents or supply additional documentation as required. Failure to complete a new application or related documentation may result in the owner not accepting the application, removal from the waiting list, or rejection of the application.

**Application/Waiting List Updates** Should the wait for an apartment unit become lengthy, the owner/agent may, from time-to-time, update the waiting list to determine the continued interest of applicants. When this occurs, the owner/agent will send a waiting list update letter to the applicant at the address on file. Applicants must respond within the time period indicated on the letter (usually ten days) to indicate their continued interest. If an applicant fails to respond, in writing, in the time frame specified, the applicant will be removed from the list.

**Closing the Waiting List** Should the wait for one or more unit types exceed one year, the owner/agent may suspend the intake of new applications and effectively “close” the waiting list. Should the owner/agent elect this option, the owner/agent will notify the public and potential applicants by posting such closure in the leasing office and publishing notice of the closed applications stating the reason the waiting list is closed in a publication likely to be read by potential applicants. Should the owner/agent later decide to open the waiting list to new applications, the owner/agent will notify the public and potential applicants in the same or similar manner that it closed the waiting list.

Should the waiting list for one or more-unit sizes be closed, the owner/agent will not be required to accept applications, nor shall the owner/agent be required to maintain a list of individuals who wish to be notified when the waiting list is reopened. Should the owner/agent voluntarily elect to keep such an “interest list”, the owner/agent will allow anyone who is interested to be notified, regardless of their likely eligibility. Further, should the owner/agent elect to keep such an “interest list”, the owner/agent will allow any third parties (examples: social workers) to be placed on the interest list to be notified as well.

**Changes to Contact Information** It is the responsibility of the applicant to notify the owner/agent, in writing, of any change in the contact information of the applicant, *or any other changes which may affect the eligibility of the applicant to the program or property.* If the applicant is unreachable via normal methods (mail, phone, email) at any time during the application process, including, but not limited to, any waiting list updates or when the applicant's name approaches the top of the waiting list, the application may be rejected. This includes any mail that is returned, any phone numbers that are disconnected or no longer in service, any email that receives an "auto reply" indicating the email is no longer in use, or similar responses or lack of responses which cause the owner/agent not to be able to readily contact the applicant. The owner/agent may, but is not required, attempt to contact the applicant via other methods if a method to contact the applicant fails.

**Contacting the Applicant/Household** When it becomes necessary for the owner/agent to contact the applicant or household, the owner/agent will generally contact only the person listed as "head of household" on the family summary sheet and/or application. The Head of Household shall be responsible for communicating to all other household members (if any). Failure of the Head of Household to respond to the owner/agent or the owner/agent's requests for documentation or action shall be considered a reason for denial.

## PROCEDURES FOR PROCESSING THE APPLICATION

**Preliminary Screening** As stated previously in this document, should a waiting list be present for the unit type(s) appropriate for the applicant's household, the owner/agent may conduct a preliminary screening of the applicant per the screening criteria listed in this Resident Selection Plan at or around the time of application, and again when the applicant approaches the top of the waiting list.

**Application Processing** When the owner/agent determines that the applicant may be eligible for an apartment, the applicant is approaching the top of the list, and when an apartment suited for the applicant is reasonably expected to become available in the near future, the owner may contact the applicant to begin doing more thorough processing of the application. The owner may contact the applicant via phone, mail, email, or other methods. The applicant must contact the owner/agent within five (5) days of being contacted for an appointment. If the applicant does not respond within the time frame indicated, the application will be removed from the waiting list.

When the owner/agent contacts the applicant to begin the in-depth process, the applicant, and any adult household members, will be required to attend an appointment with the owner/agent for additional documentation, signatures, verifications, and other data and documents required to determine eligibility for the program and property. Various items will be requested of the applicant. The applicant must fully cooperate with the owner/agent, meeting the time frames requested by the owner/agent, and providing the documentation, information, and releases needed for the owner/agent to make an eligibility determination and process the application for move-in. **If, at any time, the applicant fails to cooperate, fails to meet the time frames requested of the applicant, fails to provide the documentation, information or releases requested of them, or fails to act in any way that would allow the owner/agent to process the application, determine eligibility, or move the household into the unit, the owner/agent may deny the application and remove the applicant from the waiting list.**

The owner/agent will, to the best of its ability, make an eligibility determination and offer housing to the household if the household is so qualified. If additional information arises, between the offer and move-

in, the owner/agent may rescind such an offer. Examples include, but are not limited to, information indicating the applicant is not qualified, or their income, household composition, citizenship status, background, creditworthiness, sexual offender status, rental or housing history, or other eligibility criteria has changed or become available.

Once an offer has been made for housing, the owner/agent shall require the applicant household move into the household within thirty days, or other such time as indicated in the offer. If the offer differs from thirty days, the time frame indicated in the offer shall prevail.

Any applicant who rejects an offer is subject to change in position on the waiting list or removal. For more information, see the section on waiting lists, herein.

**Verification of Information – Applicants** The owner/agent will verify information presented to the owner/agent to determine whether or not the applicant is eligible to reside in the apartment community. Any head of household, co-head, spouse, or adult family member (18 years of age or older) must agree to sign any needed consent forms, including the HUD 9887/9887A, so that the owner/agent may contact third parties to obtain the necessary verifications. In addition, the applicant must provide documentation and information needed by the owner/agent which may assist in verifying information. If the owner/agent is unable to verify the information needed to determine eligibility of the applicant, or if the household does not sign the required consent forms, the owner/agent may deny the application.

**Verification of Information – Residents** If and when housed at the apartment community, all residents must continue to agree to the various consent forms, so that the owner/agent may contact third parties to obtain the necessary verifications to determine eligibility for continued occupancy and rental rates. Any household member who turns eighteen (18) while residing at the property must sign the consent forms within thirty (30) days of their eighteenth birthday. The responsibility for timely reporting of the 18<sup>th</sup> birthday and signing consent forms rests with the household. The owner/agent shall terminate the assistance of any household who does not sign consent forms in a timely manner.

**Update per HOTMA Guidelines: Verification of Information – Applicants and Residents** When HUD releases the HOTMA compliant 9887/9887A, the HOH, co-HOH/spouse (regardless of age) and all adult applicants must sign HUD's consent forms no later than the final eligibility interview. Applications for assistance (MI/IC) will not be considered until an executed 9887/9887A has been received from all family members as indicated above. After an applicant or resident has signed and submitted these consent forms, they do not need to sign and submit subsequent consent forms except under the following circumstances:

- When a new member is added to the unit if:
  - The new member is 18 years of age or older, or
  - The new member is the HOH, co-HOH/spouse regardless of age;
- When a member of the family turns 18 years of age;
- If the family's assistance is terminated and the family wishes to reinstate housing assistance; and
- As required by HUD in administrative instructions.

*These consent forms contain provisions authorizing HUD and owner/agent to obtain necessary information for verification of an application or to maintain a family's assistance, including income information and tax return information. The executed consent forms will remain effective until the family*

*is denied assistance, or the assistance is terminated. If a family leaves a HUD program (moves-out), the family's assistance is considered to be terminated and the signed consent forms will no longer be in effect.*

*Any adult member of the family may provide written notification to the owner/agent to revoke consent. Upon receiving such notice, the owner/agent will notify HUD. Revoking consent makes the family ineligible and housing assistance will be terminated immediately. Termination will be completed in accordance with the HUD lease and HUD guidance. The resident will be provided with a 30-Day Notice of Rent Increase as required.*

*If, subsequently, the family wishes to reapply for assistance, and when such assistance is available, the HOH, co-HOH/spouse and all adult members will be required to submit the signed 9887/9887A documents with any documentation required to determine eligibility. Failure to do so will result in denial of assistance under HUD's program rules.*

**Methods of Verification** Verifications will be attempted as follows:

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

*Certification, the tenant file will be documented, when appropriate, to show that staff attempted other acceptable verification before relying on family self-certification.*

**Streamlined Determination of Fixed Income.** *The owner/agent will not adopt Streamlined Determination of Fixed Income except for January – April certifications. Once the SS COLA is announced, the SS COLA will be applied for any certifications, for the award year, that were not complete on the date of the announcement.*

**Streamlined Verification of Assets When the Net Cash Value of Assets Is At Or Below The Current Asset Threshold Established By HUD (\$50,000 in 2024 But Subject To Annual Adjustment by HUD.)** *The owner/agent will not adopt Streamlined Verification of Assets.*

**Streamlined Certification for Fixed Income Families.** *The owner/agent will not implement Streamlined Certification for Fixed Income Families. The owner/agent will not accept Self-certification of Assets at move-in.*

**Sources of Verification** The owner/agent may use all sources of verification available to it to verify eligibility of the applicant and eligibility for continued residency. Such sources include, but are not limited to: documents provided by the applicant or others, third party screening companies, credit bureaus, rental history providers, the internet, social media, public information, court records, home visits, third party individuals, staff, records of other properties, and other sources of information.

**Misrepresentation** If information is gained via any form of verification that contradicts or disproves information supplied by the applicant, the application will be rejected. The owner/agent shall have the final say of the credibility of any information presented. The applicant's sole remedy or opportunity to present extenuating circumstances after an application is rejected shall be through the appeals process, which is expressed in this document.

**Determining Eligibility** Upon receipt of a completed application, the owner/agent may begin to determine eligibility of the applicant to reside in the apartment community. The owner/agent may, at its sole preference, elect to begin screening the application in part, or await the receipt of all necessary information (such as third-party verifications) before making a determination on the eligibility of the household.

If the owner/agent determines the household is not eligible at any time in the process, the application will be rejected or removed. The owner/agent may choose not to proceed with determining eligibility of other factors of the household's application before making a denial decision. For example, if the owner/agent determines that the applicant's creditworthiness would be a reason for denial, the owner/agent may deny the application before it has fully determined if the applicant is income eligible.

The determination of eligibility shall include, but is not limited to:

- Program Eligibility, such as income, citizenship or immigration status, etc.
- Property/Project/Apartment Community Eligibility, such as unit size needs, credit worthiness, criminal background, sexual offender status, rental/housing history, etc.
- Applicant Eligibility, such as the applicant's cooperation with providing information and documentation necessary to determine eligibility, accuracy of information provided, conduct during the application process, etc.



This document features more details regarding the various eligibility factors used by this apartment community.

## PROGRAM ELIGIBILITY & ELIGIBILITY REQUIREMENTS

**Income Limits** Occupancy at this apartment community is subject to the household meeting certain income limit eligibility. The income limits of the property differ based on the household size and composition (the owner/agent must include some individuals as part of the family but exclude others), unit type (program covered or non-covered), and are **subject to change** based on area income limits. The income limits for this property are posted in the leasing area. Income eligibility is determined during the initial application process (admission) and Net household income eligibility will be determined at new admission, annually during re-examination, or as required, during interim re-examinations where the family's annual adjusted income increases or decreases by 10 % or more,

**Asset Limits** Occupancy at this apartment community is subject to the household meeting certain asset limit eligibility. Net household assets and anticipated income earned from assets will be fully verified at new admission, annually during re-examination, or as required during interim re-examinations. When fully verifying assets, staff will obtain a minimum of one [1] account statement to verify the balance and any interest on accounts, including any checking and savings accounts.

**Update per HOTMA Guidelines: Asset Restrictions (Limits)** *The following Section 8 Asset Restrictions are considered when determining eligibility of families applying for HUD's Section 8 Housing Assistance.*

**Home Ownership - Real Property Rule** *A dwelling unit may not be rented, and assistance may not be provided to any family if any member has a present ownership interest in, legal right to reside in, and the effective legal authority to sell real property, in the jurisdiction in which the property is located, that is suitable for occupancy by the family as a residence. This includes, but is not limited to a home, condominium, townhome, duplex, mobile home, etc. This restriction does not apply if:*

- 1. The property is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the person resides in the jointly owned property;*
- 2. The property is not large enough for the size of the family;*
- 3. If there are any disabled family members, the home does not provide for the disability-related needs. (e.g., physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.);*
- 4. The property is currently offered for sale. In order to demonstrate that a family is offering property for sale, the owner/agent may require that the family provide evidence that the property has been listed for sale;*
- 5. The property is considered unsafe to reside in when the property's physical condition poses a risk to the family's health and safety and the condition of the property cannot be easily remedied;*
- 6. The family may not reside in the property under State or local laws of the jurisdiction where the property is located;*
- 7. The property is owned by a survivor of a VAWA crime (domestic violence, dating violence, sexual assault, stalking) and such status prevents access to or use of the home or is there a possibility that the survivor could be in imminent danger if the survivor attempted to access the home;*
- 8. The property is located so that the distance or commuting time between the property and the family's place of work or a family member's educational institution would create a hardship for*

*the family; (e.g., the distance or commuting time between the property and the family's place of work or school would be a hardship to the family, as determined by the owner/agent);*

9. *The property is a manufactured home for which the family is receiving Section 8 tenant-based assistance;*
10. *The family receives homeownership assistance from a PHA;*
11. *The property part of an irrevocable trust.*

**Full Enforcement of the Real Property Rule After Move-in/Initial Certification** Abington Arms Apartments will review the family's eligibility, based on the Real Property Rule, at each Interim and Annual Recertification. If the family is no longer eligible for HUD Section 8 housing assistance, Abington Arms Apartments will terminate assistance in accordance with HUD's requirements. Abington Arms Apartments will initiate termination of assistance within six months of the effective date of the certification created when ineligibility was discovered.

**Restrictions Based On Net Assets - Asset Cap** A dwelling unit may not be rented, and assistance may not be provided, either initially or upon reexamination of family income, to any family **if the Net Cash Value Of Included Assets exceeds** the current Asset Cap established by HUD (certain assets are excluded). This "cap" may be adjusted annually in accordance with a commonly recognized inflationary index, as determined by HUD. (The Asset Cap established by HUD for 2024 is \$100,000).

Certain assets are excluded when determining the net cash value of assets. Excluded assets include, but are not limited to:

- ABL Accounts;
- Amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty that resulted in a member of the family being disabled;
- Value of any Coverdell Education Savings Account or any qualified tuition program under Section 529;
- Family Self Sufficiency Escrow Accounts (FSS);
- Interest in Indian Trust land;
- Irrevocable Trust;
- Revocable Trusts when no one in the family controls the trust;
- Retirement Accounts as defined by the IRS;
- Real property when the family does not have legal authority to sell such property;
- Equity in property for which a family receives HCV homeownership assistance from a PHA;
- Equity in a manufactured home where the family receives Section 8 tenant-based assistance;
- Other assets as announced by HUD through Federal Register Notice.

**Enforcement of the Asset Cap After Move-in/Initial Certification** The owner/agent will review the family's eligibility, based on the Asset Cap, at each Interim and Annual Recertification. If the family is no longer eligible for HUD Section 8 housing assistance, the owner/agent will terminate assistance in accordance with HUD's requirements. The owner/agent will initiate termination of assistance within six months of the effective date of the certification created when ineligibility was discovered

**Income Targeting** Abington Arms Apartments must ensure that at least 40% of the move-ins during the fiscal year are of households who meet the extremely low-income requirement. Should the 40% threshold not be met (or if it is reasonable to believe it will not be met), Abington Arms Apartments will

adopt preferences to move in households who meet the threshold in accordance with the HUD 4350.3 handbook in order to achieve the 40% requirement.

**Update per HOTMA Guidelines Social Security Number Disclosure Requirements** All household members receiving HUD housing assistance or applying to receive HUD housing assistance are required to provide a Social Security Number and adequate documentation necessary to verify that number. This rule applies to all household members including live-in aides, foster children and foster adults. Adequate documentation includes a Social Security card issued by the Social Security Administration (SSA) or other acceptable evidence of the SSN such as:

- Original Social Security card;
- Driver's license with SSN;
- Identification card issued by a federal, State, or local agency, a medical insurance provider, or an employer or trade union;
- Earnings statements on payroll stubs;
- Bank statement;
- Form 1099;
- Benefit award letter;
- Retirement benefit letter;
- Life insurance policy;
- Court records.

If the applicant cannot provide any of the above, the applicant will advise the owner/agent. The owner/agent may accept self-certification of SSN and at least one third-party document, such as a bank statement, utility or cell phone bill, benefit letter, etc., that contains the name of the individual. When none of the other accepted methods is available and if verifying an individual's SSN using this method, the owner/agent must document why the other SSN documentation was not available. If the resident's SSN becomes verified in HUD's Enterprise Income Verification System (EIV), then no further verification is required. If the resident's SSN fails the SSA identity match, then the owner/agent must obtain a valid SSN card issued by the SSA or an original document issued by a federal or state government agency that contains the name of the individual and the SSN of the individual, along with other identifying information of the individual. The resident family's assistance must be terminated if any member fails to provide the required documentation (some exceptions apply).

**Exceptions To Disclosure Of Social Security Number** The Social Security Number requirements do not apply to:

1. Individuals age 62 or older as of January 31, 2010, whose initial determination of eligibility was begun before January 31, 2010.
2. Individuals who do not contend eligible immigration status.
3. A child under the age of 6 years added to the applicant family within the 6-month period prior to the household's date of admission. The household will have a maximum of 90-days after the date of admission to provide the Social Security Number and adequate documentation that the Social Security Number is valid. An additional 90 days may be granted under certain circumstances. If the household does not provide the Social Security Number and adequate documentation to verify the Social Security Number within the prescribed timeframe, HUD requires that the owner/agent terminate tenancy.

4. *A minor under the age of 6 years being added to the household after move-in. The household will have a maximum of 90-days after adding the child to provide the Social Security Number and adequate documentation that the Social Security Number is valid. An additional 90 days may be granted under certain circumstances. If the household does not provide the Social Security Number and adequate documentation to verify the Social Security Number within the prescribed timeframe, HUD requires that the owner/agent terminate tenancy.*
5. *Foster children or adults when:*
  - a. *The foster agency will not provide the SSN or adequate documentation to verify the SSN; and*
  - b. *HUD approves.*

*If, at the time a unit becomes available, all non-exempt household members have not provided adequate documentation necessary to verify Social Security Numbers, the next eligible applicant family must be offered the available unit.*

*All non-exempt household members have ninety (90) days-from the date they are first notified that a unit is available-to provide documentation necessary to verify the Social Security Numbers. During this 90-day period, the household may retain its place on the waiting list but will not be considered again until the required documentation is provided.*

*If, after ninety (90) days, the applicant family is unable to disclose/verify the Social Security Numbers of all non-exempt household members, the household will be determined ineligible and removed from the waiting list.*

*The applicant family may apply again, after obtaining the appropriate documentation. The applicant family will be placed on the waiting list based on the date and time the new Pre-Application or Application is received.*

**Secondary Verification Of The Social Security Number** *The Social Security Number provided will be compared to the information recorded in the Social Security Administration database through HUD's Enterprise Income Verification System (EIV) to ensure that the Social Security Number, birth date and last name match.*

*If EIV returns an error that cannot be explained or resolved, assistance and/or tenancy may be terminated, and any improper payment must be returned to HUD.*

*If an applicant/resident deliberately provides an inaccurate Social Security Number, the owner/agent and/or HUD may pursue additional penalties due to attempted fraud.*

**Citizenship Status** *Assistance at this apartment community is restricted to U.S. Citizens or nationals and non-citizens who have eligible immigration status as determined by HUD or the IRS. All family members, regardless of age, must declare their citizenship or immigration status. Non-citizen applicants will be required to submit evidence of eligible immigration status at the time of application. Applicants who hold a non-citizen student visa are ineligible for assistance as are any non-citizen family members living with the student.*

Citizenship Status Documentation

The following documentation shall be required:

- From U.S. Citizens: a signed declaration of citizenship. Abington Arms Apartments may require verification of the declaration by requiring presentation of a U.S. birth certificate or passport.
- From noncitizens 62 years and older: a signed declaration of eligible non-citizen status and proof of age
- From noncitizens under the age of 62 claiming eligible status:
  - A signed declaration of eligible immigration status
  - A signed consent form; and
  - One of the DHS-approved documents listed on the declaration form

Abington Arms Apartments may utilize the SAVE system to verify eligible immigration status.

Abington Arms Apartments may provide certain assistance, including prorated assistance, when certain criteria are met. Additionally, if the status of eligibility changes after application or during tenancy, Abington Arms Apartments may terminate assistance, prorate, or take other action as appropriate.

#### Temporary Deferral of Assistance for Non-Eligible Non-Citizen Families

Families that were receiving assistance on June 19, 1995 under one of the programs covered by the non-citizen regulations are eligible for temporary deferral of assistance if the following applies: the family has no eligible members or a mixed family qualifies for prorated assistance (and does not qualify for continued assistance) and chooses not to accept the partial assistance. The deferral allows the family time to find other suitable housing before HUD terminates assistance. During the deferral period, the family will continue to receive its current level of assistance.

The initial deferral period is six (6) months and may be extended for up to two (2) additional six (6) month periods, not to exceed eighteen (18) months. At the beginning of each deferral period, Abington Arms Apartments will notify the family of its ineligibility for financial assistance and offer the family information and referrals to assist in finding other suitable affordable housing.

Before the end of each deferral period, Abington Arms Apartments will determine whether affordable housing is available to the family and whether to extend the deferral period. To extend a deferral period, Abington Arms Apartments will need to determine that no affordable housing is available. Abington Arms Apartments will inform the family of the determination at least sixty (60) days before the current deferral period expires. The owner/agent's determination will be based on the following: (a) a vacancy rate of less than 5% for affordable housing of the appropriate unit size in the housing market for the area in which the housing is located; (b) availability of affordable housing in the market area; and (c) evidence of the family's efforts to obtain affordable housing in the area.

To terminate assistance, Abington Arms Apartments will determine that affordable housing is available or that the maximum deferral period has been reached. If eligible for prorated assistance, the family may request and begin to receive prorated assistance at the end of the deferral period. Affordable housing for the purpose of temporary deferral of assistance is housing

that: (a) Is not substandard; (b) Is the appropriate size for the family; and (c) Can be rented by the family for less than or equal to 125% of the family's total tenant payment (TTP), including utilities.

**Student Rule** The apartment community's admissions are subject to regulatory requirements that certain students are not eligible to reside at the apartment community. The eligibility of students is determined at move-in, and then on an ongoing basis (at least annually), or more often if student status has changed. All applicants are required to report changes in student status within ten (10) days of the change of status (as compared to residents who are permitted thirty (30) days).

**HUD's Student Rule:** Student eligibility is determined at move-in/initial certification and at each Annual Recertification. Student eligibility may also be reviewed at Interim Recertification if student status has changed since the last certification.

***Update per HOTMA Guidelines: Eligibility of Students Enrolled at an Institute for Higher Education:***

***Education:*** A student who is otherwise eligible and meets screening requirements is eligible for assistance if the student meets the criteria indicated below. Section 8 assistance shall be provided to any individual who 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; when the student:

1. Is living with his or her parents who are receiving Section 8 assistance;
2. Is individually eligible to receive Section 8 assistance and has parents who are income eligible to receive Section 8 assistance;
3. Is a graduate or professional student;
4. Is a veteran of the United States military or is an active member of the United States military;
5. Is married;
6. Has a dependent other than a spouse (e.g., dependent child);
7. Is at least 24 years of age (over 23) by December 31 of the award year;
8. Is a person with disabilities, as such term is defined in section 3(b)(3)(E) of the 1937 Act and was receiving assistance under section 8 of the 1937 Act as of November 30, 2005;
9. Is classified as Vulnerable Youth; A student meets HUD's definition of a vulnerable youth when:
  - a. The individual is an orphan, in foster care, or a ward of the court 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;
  - b. The individual 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;
  - c. 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 are defined in section 725 of the McKinney-Vento Homeless Assistance Act) (42 U.S.C. 11431 et seq.), or as unaccompanied, at risk of homelessness, and self-supporting, by
    - i. A local educational agency homeless liaison, designated pursuant to 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
10. The individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances.

If a student does not meet the eligibility criteria above, but can prove independence from parents under HUD rules, then the student would meet HUD's student eligibility criteria. To meet these criteria, the student...

- 1. Must be of legal contract age in the state
- 2. Have had their own household established, separate from parents or legal guardians, for at least one year prior to application OR meet the US Department of Education's definition of an independent student
- 3. Not be claimed by others on IRS tax returns
- 4. Must obtain certification representing the amount of financial assistance that will be provided by the parents or guardians (whomever is providing the support), even if no assistance is provided by the parents or guardians.

If an ineligible student applies for or is a member of an existing household receiving Section 8 assistance, the assistance for the household will not be prorated but will be terminated.

Students receiving financial aid in excess of amounts received for tuition shall have that financial aid be considered income except for students who are 24 years of age or older with dependent children or who are living with their parents. Financial aid includes funding under the Higher Education Act of 1965, private sources, or from a school of higher education. Tuition shall mean tuition plus mandatory course-related fees, but does not include other costs (books, clubs, transportation, food, shelter, etc.)

***Student Financial Assistance:*** *Student financial assistance that is not specifically excluded will be included as part of the family's Annual Income unless the student is the HOH, co-HOH/spouse and is over 23 (24 or older) with a dependent child.*

*For Section 8 programs, any financial assistance that is provided through a qualified Coverdell Education Savings Account (ESA) or other qualified ESA, is excluded when determining Annual Income for the family.*

*Any financial assistance a student receives (1) from private sources, (2) from an institution of higher education, or (3) under the Higher Education Act of 1965, that is in excess of amounts received for tuition and other qualified fees, is included when determining Annual Income for the family, except if the student is the HOH, co-HOH or spouse and is over the age of 24 with a dependent child or children (as defined by HUD).*

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

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

**IRS/LIHTC Student Rule:** Households composed entirely of full-time students are not eligible to resident in apartment units covered under a tax credit program unless the student(s) meets one of the following criteria:

1. The student is married and filing (or is eligible to file) a joint tax return
2. Single parent, of at least 1 child, neither of whom (parent nor child) is a dependent on another person’s tax return, except for the return of the other parent of the child (e.g. if the mother is the student residing in the tax credit unit, the father may still be able to claim the child)
3. Receiving welfare or TANF
4. Participating in the Workforce Investment Act job-training program
5. The household member (student) was a participant in the foster care program

***Update Per HOTMA Guidelines: Prohibition Of Assistance To Non-Citizen Students***

*Noncitizen students and their noncitizen families may not receive assistance. Noncitizen students are not eligible for continuation of assistance or temporary deferral of termination of assistance. A noncitizen student is defined as an individual who is as follows:*

1. *A resident of another country to which the individual intends to return;*
2. *A bona fide student pursuing a course of study in the United States; and*
3. *A person admitted to the United States solely for the purpose of pursuing a course of study as indicated on an F-1 or M-1 student visa.*

*This prohibition applies to the noncitizen student’s noncitizen spouse and noncitizen children. However, spouses and children who are U.S. citizens may receive assistance. For example, a family that includes a noncitizen student married to a U.S. citizen is a mixed family.*

**Sole Residency Requirement** The apartment must be the household’s sole residence and under no circumstances may any resident benefit from more than one subsidy.

**Mandatory EIV Usage** Applicants must disclose if they are currently receiving housing assistance elsewhere. An EIV Existing Tenant Search will be conducted to verify applicant or any applicant household members who may currently be assisted elsewhere. Should the applicant, or any member of the applicant’s household, reside elsewhere – especially if they are receiving assistance elsewhere – Abington Arms Apartments may require proof, within a defined timeframe, that the applicant has moved or that assistance has been terminated prior to allowing the applicant to move into the apartment



community. Some exceptions apply to children in joint-custody arrangements and when an existing household is assisted, and some household member(s) will continue to reside at the prior housing arrangement while others intend to live separately (split households). Should these situations arise, Abington Arms Apartments may request documentation to verify the custody/guardianship of the child. Should the applicant resident in this community before properly moving out of another community, the applicant may be required to pay full market rent until they are properly moved out of the other apartment community.

Applicants and/or residents may not be double assisted. Applicants must reject any other type of housing subsidy (e.g. Section 8 vouchers) before being admitted to the apartment community.

## **APARTMENT COMMUNITY ELIGIBILITY**

**\*Age and/or Disability Restrictions:** The apartment community is assisted under HUD's 202/8 program and limits eligibility to certain households. To meet the restrictions of this type of housing, the head of household, co-head, or spouse must be age 62 years or older, OR the head, co-head or spouse is a person with physical disabilities who is in need of the features of an accessible apartment unit. All information shall be verified before the applicant(s) are permitted to be housed at the community.

**Legal Age & Ability** The head, co-head, and/or spouse of the household must be of legal age or status to enter into an apartment lease agreement in their state. The adult household members (those signing the lease) must have the ability to enter into a contractual lease agreement (e.g. must not be a ward of the court who has assigned their decision making abilities to another person.)

**Employees** Employees of Abington Arms Apartments are prohibited from residing in the apartment community unless Abington Arms Apartments determines that the nature of their employment necessitates that the employee live-on site. The employee must qualify to live on-site using the eligibility criteria described in this Resident Selection Plan.

**Conduct and Harassment Restrictions** The property reserves the right to reject the application of any applicant who intimidates, harasses, or generally acts unprofessionally to any of the owner/agent's staff, guests, other residents, or other persons having business at the apartment community. This behavior includes, *but is not limited to*, vulgar language, verbally abusive behavior, yelling or screaming, threatening or discriminatory language or behaviors, is or appears to be under the influence of drugs or alcohol, is argumentative, repeatedly calls or prank calls staff or others, physical assaults or aggressive physical behavior, or otherwise acts or behaves in a manner in which Abington Arms Apartments reasonably feels there may not be a positive business relationship. This restriction shall extend to the applicant and anyone acting on the applicant's behalf, or who is present at the apartment community or via phone or home visit, or otherwise is known to be around the applicant in matters related to this apartment community.

**Smoke Free Housing** This apartment community is smoke-free in all apartment units and common areas, except areas outside which are specifically designated as smoking areas. Smoking includes cigarettes, e-cigarettes, vaporizers, cigars, pipes, hookahs, marijuana, herbal smoking products, bath salts, or other legal or illegal substances.

**Non-Assisted Housing** This apartment community is not assisted living. The apartment community provides no assistance, nor do they have the experience or expertise to provide, assistance related to

care, personal activities, maintaining residents' housekeeping, maintaining finances of residents, or any other activities of daily living. Applicants and residents must be able to comply with the provisions of the lease, rules and regulations, Resident Selection Plan, and all other requirements, with or without the assistance, without the aid of the owner/agent. The owner/agent's responsibilities shall be limited to that which are reasonable for accommodations or modifications to the apartment community's structure, policies, etc.

**Previous Responsibility for Household Members Requirement** The goal of Abington Arms Apartments is to provide decent, safe, and sanitary housing to families needing quality housing at an affordable price. The definition of "family" varies greatly, and Abington Arms Apartments will rely upon the household to define their own "family". Abington Arms Apartments will rely upon the Family which the applicant household lists on the "family summary sheet" provided at the time of application. Occasionally, Abington Arms Apartments must define a family in accordance with regulatory requirements (e.g. HUD's definition of families for each program type), but outside of regulatory requirements, Abington Arms Apartments does not have a preference for whom one chooses to call family.

Because all applicants in a household will be accepted/rejected as one household, and should they become residents, will be responsible for one another in regards to lease compliance, rent payment, and other factors, it is a requirement of this apartment community that adults applying together have at least three (3) months' of common responsibility in some other area, which could include housing. To meet this obligation, Abington Arms Apartments will permit any of the following to serve as evidence of prior responsibility (subject to verifying documentation):

1. Household members living together at a current or former address within the last year (all adults must be listed in the lease documents)
2. Household members having other financial obligations together (loans, credit cards, utility accounts, ownership of significant property including automobiles, real estate, etc.)
3. Household members being immediate family members (sibling, parent, child, spouse, recognized civil union, grandparent, grandchild, etc.)
4. Household members having other legal relationship or authority over/with one another (power of attorney, durable power of attorney, heir, benefactor, etc.)
5. Other type of involvement for a minimum of three (3) months that can be documented using a third party's documents which Abington Arms Apartments finds acceptable

**Update per HOTMA Guidelines Rent Calculations** *The Total Tenant Payment (TTP) will be calculated in compliance with HUD rules. This means that the family will pay the greater of:*

1. 10% of Monthly Income;
2. 30% of Monthly Adjusted Income; or
3. Welfare rent (welfare recipients in as-paid localities only); or
4. The \$25 minimum rent (Section 8 only).

*In some cases, HUD may provide a Utility Allowance as well. Utility Allowances are deducted from the Total Tenant Payment to determine the Tenant Rent paid each month.*

*When the rent calculation described above results in a Tenant Rent that is equal to or more than the unit Gross Rent, HUD housing assistance will be terminated for all Section 8 programs. When there is also*

*funding layering provided through the IRS Section 42 Low Income Housing Tax Credit program (LIHTC), the resident will pay LIHTC Max Rent when LIHTC Max Rent is less than the HUD Contract Rent for the unit. The resident may be required to pay LIHTC Max Rent when the LIHTC Max Rent is higher than the HUD Contract Rent for the Unit. Owner/agents are required to ensure that residents pay the correct Tenant Rent based on HUD's requirements*

***Section 8 Minimum Rent Hardship Exemption*** *The owner/agent, may, at the owner/agent's discretion, grant a Hardship Exemption waiving a family's requirement to pay Section 8 Minimum Rent.*

*The owner/agent will grant a Section 8 Minimum Hardship Exemption if:*

- 1. The resident or applicant requests a Minimum Rent Hardship Exemption; and*
- 2. The net Cash Value Of Assets for the entire family is \$50,000 or less; and*
- 3. The family's total Annual Income is at or below the current Extremely-low Income Limit, and*
- 4. The resident participates in a review meeting; and*
- 5. The resident provides required information and signatures within ten (10) business days; and*
- 6. The resident has not provided Notice to Move; and*
- 7. The resident is a resident in good standing and the owner/agent has not indicated intent to terminate assistance and/or terminate tenancy (eviction); and*
- 8. The resident agrees to participate and participates in a review meeting at least every 90 days or upon request by the owner/agent.*

*The owner/agent must waive the Section 8 Minimum Rent for any family unable to pay due to a long-term Financial Hardship, including the following:*

- 1. The family has lost federal, state, or local government assistance or is waiting for an eligibility determination.*
- 2. The family would be evicted if the minimum rent requirement was imposed.*
- 3. The family income has decreased due to a change in circumstances, including but not limited to loss of employment.*
- 4. A death in the family has occurred.*
- 5. Other applicable situations, as determined by HUD, have occurred.*

*When an applicant or resident requests a Section 8 Minimum Rent Hardship Exemption, the owner/agent must waive the minimum \$25 rent charge and implement the TTP calculated at the higher of:*

- 30% of adjusted monthly income or*
- 10% of gross monthly income (or the welfare rent).*

*The Tenant Rent will not be reduced to zero unless those calculations all result in zero.*

*If the owner determines there is no hardship, as covered by the statute, the owner must immediately reinstate the Section 8 Minimum Rent requirements. The resident is responsible for paying any minimum rent that was not paid from the date minimum rent was suspended.*

*If the owner/agent determines that the hardship is temporary, the owner may not impose the Section 8 Minimum Rent requirement until 90 days after the effective date of the certification granting the S8*

*Minimum Rent Hardship Exemption. At the end of the 90-day period, the tenant is responsible for paying the Section 8 Minimum Rent, retroactive to the initial date of the suspension.*

*If the hardship is determined to be long term, the owner/agent will exempt the resident from the Section 8 Minimum Rent requirement starting with the effective date of the certification granting the S8 Minimum Rent Hardship Exemption. The Section 8 Minimum Rent Hardship Exemption may be effective until such time that the hardship no longer exists.*

*The owner/agent will meet with the resident every 90 days, while the suspension lasts, to verify that circumstances have not changed. The length of the Section 8 Minimum Rent Hardship Exemption may vary from one family to another depending on the circumstances of each family.*

**Determination of Adjusted Income** *When determining Adjusted Income, the owner/agent will use HUD methods to determine Annual Income for the entire family. After Annual Income is determined, the owner/agent will apply the following deductions as applicable:*

- *The Elderly/Disabled Family Deduction;*
- *The Dependent Deduction;*
- *The Childcare Deduction;*
- *The Health & Medical Expense Deduction (Medical Expenses in excess of 10% of Annual Income);*
- *The Attendant Care & Auxiliary Apparatus Deduction.*

**Elderly/Disabled Family Deduction** *Note: The following change will not be in effect until the owner/agent implements new site software to comply with changing HUD requirements (no later than 1/1/2025)*

*For each family where the HOH, co-HOH or spouse is 62 or older or is disabled, HUD provides an annual family allowance. With the implementation of HOTMA, the Elderly/Disabled Family Deduction is \$525. This amount may be adjusted by HUD annually.*

**The Dependent Deduction** *A family receives a Dependent Deduction (\$480 subject to adjustment by HUD) for each family member (except foster children and foster adults) who is:*

1. *Under 18 years of age;*
2. *A person with disabilities; or*
3. *A full-time student of any age.*

*It is not necessary for a member of the family to have legal custody of a dependent in order to receive the Dependent Deduction.*

*When more than one family shares custody of a child and both live in assisted housing, only one family at a time can claim the Dependent Deduction for that child.*

*Some family members may never qualify as dependents regardless of age, disability, or student status.*

- *The HOH, co-HOH or spouse may never qualify as a dependent.*
- *A foster child, foster adult, an unborn child, a child who has not yet joined the family or a live-in aide may never be counted as a dependent.*

**The Childcare Deduction** Implementation of any Childcare Hardship Exemption Policy will not be in effect until the owner/agent implements new site software to comply with changing HUD requirements (no later than 1/1/2025).

A family may request a Childcare Hardship Exemption to continue the Childcare Deduction if:

1. The current Assistant Payment calculation includes a Childcare Deduction;
2. The family is no longer qualified for the Childcare Deduction because no member is working, seeking employment or furthering his or her education; **and**
3. The Childcare Deduction is still necessary.

The owner/agent will consider a request for a Childcare Hardship Exemption if:

1. The family requests a Childcare Hardship Exemption; and
2. The family is receiving a Childcare Deduction on the current certification in effect at the time of the request;
3. The family indicates that they will be able to pay rent if the exemption is granted; and
4. The net Cash Value of Assets for the entire family is \$50,000 or less;
5. The family's total Annual Income is at or below the current Extremely-low Income Limit; and
6. The family participates in a review meeting; and
7. All members of the family are required to return an improper payment to HUD because the resident failed to fully and accurately disclose income or other required information; and
8. The family provides required information and signatures within ten (10) business days including the information required to verify that the resident would not be able to pay rent if the owner/agent does not grant the Childcare Hardship Exemption; and
9. The change is reviewed and when considering Annual Income and all deductions and medical expenses, the result would be a TTP that exceeds 25% of the family's remaining income; and
10. The family has not provided Notice to Move;
11. The family is considered a "resident in good standing" and the owner/agent has not indicated intent to terminate assistance and/or terminate tenancy (eviction); and
12. The family agrees to participate and participates in a review meeting at least every 90 days or upon request by the owner/agent

If the Request for the Childcare Hardship Exemption is approved, the owner/agent will reduce Annual Income by the verified amount of Childcare.

*The Childcare Hardship Exemption ends at the earliest of:*

- *Ninety (90) calendar days from the Effective Date of the Certification implementing the exemption;*
- *Such time the owner/agent determines the need for the Financial Hardship Exemption no longer exists and the family is able to pay their rent without the Financial Hardship Exemption;*
- *Assistance is terminated;*
- *The resident fails to meet with property staff or provide information/signatures, as required, at least every 90 days or upon request from the owner/agent.*

*The resident may request, and the owner/agent may extend the Childcare Hardship Exemption, for increments of no more than 90 days, and is limited to 4 consecutive extensions.*

*Please see the property Hardship Exemption Policy for a more detailed explanation. To request a Hardship Exemption please contact the property staff for a Hardship Exemption Request.*

**Childcare Hardship Exemption** *Implementation of any Childcare Hardship Exemption Policy will not be in effect until the owner/agent implements new site software to comply with changing HUD requirements (no later than 1/1/2025).*

*A family may request a Childcare Hardship Exemption to continue the Childcare Deduction if:*

1. *The current Assistant Payment calculation includes a Childcare Deduction;*
2. *The family is no longer qualified for the Childcare Deduction because no member is working, seeking employment or furthering his or her education; and*
3. *The Childcare Deduction is still necessary.*

*The owner/agent will consider a request for a Childcare Hardship Exemption if:*

1. *The family requests a Childcare Hardship Exemption; and*
2. *The family is receiving a Childcare Deduction on the current certification in effect at the time of the request; and*
3. *The family indicates that they will be able to pay rent if the exemption is granted; and*
4. *The net Cash Value of Assets for the entire family is \$50,000 or less;*
5. *The family's total Annual Income is at or below the current Extremely-low Income Limit; and*
6. *The family participates in a review meeting; and*
7. *All members of the family are required to return an improper payment to HUD because the resident failed to fully and accurately disclose income or other required information; and*

8. *The family provides required information and signatures within ten (10) business days including the information required to verify that the resident would not be able to pay rent if the owner/agent does not grant the Childcare Hardship Exemption; and*
9. *The change is reviewed and when considering Annual Income and all deductions and medical expenses, the result would be a TTP that exceeds 25% of the family's remaining income; and*
10. *The family has not provided Notice to Move;*
11. *The family is considered a "resident in good standing" and the owner/agent has not indicated intent to terminate assistance and/or terminate tenancy (eviction); and*
12. *The family agrees to participate and participates in a review meeting at least every 90 days or upon request by the owner/agent*

*If the Request for the Childcare Hardship Exemption is approved, the owner/agent will reduce Annual Income by the verified amount of Childcare.*

*The Childcare Hardship Exemption ends at the earliest of:*

- *Ninety (90) calendar days from the Effective Date of the Certification implementing the exemption;*
- *Such time the owner/agent determines the need for the Financial Hardship Exemption no longer exists and the family is able to pay their rent without the Financial Hardship Exemption;*
- *Assistance is terminated;*
- *The resident fails to meet with property staff or provide information/signatures, as required, at least every 90 days or upon request from the owner/agent.*

*The resident may request and the owner/agent may extend the Childcare Hardship Exemption, for increments of no more than 90 days, based on the parameters outlined in the owner/agent's Hardship Exemption Policy.*

*Please see the property Hardship Exemption Policy for a more detailed explanation. To request a Hardship Exemption please contact the property staff for a Hardship Exemption Request.*

***The Health and Medical Expenses Deduction Note:*** *The following change will not be in effect until the owner/agent implements new site software to comply with changing HUD requirements (no later than 1/1/2025)*

*The medical expense deduction is permitted only for families in which the head, spouse, or co-head is at least 62 years old or is a person with disabilities (elderly or disabled families).*

*If the family is eligible for a medical expense deduction, owners must include the unreimbursed medical expenses of all family members, including the expenses of non-elderly family members (adults or children) living in unit. The Medical Expense Deduction is that portion of total unreimbursed medical expenses that exceed 10% of the family's Annual Income.*

*The Medical Expense Deduction includes all out-of-pocket expenses the family anticipates to incur during the 12 months following the certification effective date.*

**The Attendant Care & Auxiliary Apparatus Expense Deduction** Note: *The following change will not be in effect until the owner/agent implements new site software to comply with changing HUD requirements (no later than 1/1/2025)*

*Families are entitled to a deduction for unreimbursed, anticipated costs for attendant care and “auxiliary apparatus” for each family member who is a person with disabilities, to the extent these expenses are reasonable and necessary to enable any family member 18 years of age or older who may or may not be the member who is a person with disabilities to be employed.*

*The Attendant Care & Auxiliary Apparatus Expense Deduction is that portion of total unreimbursed medical expenses that exceed 10% of the family’s Annual Income.*

*The Attendant Care & Auxiliary Apparatus Expense Deduction includes all out-of-pocket expenses the family anticipates to incur during the 12 months following the certification effective date.*

**Hardship Exemptions – Health & Medical Expense Deduction And The Attendant Care & Auxiliary Apparatus Deduction**

Note: *The following change will not be in effect until the owner/agent implements new site software to comply with changing HUD requirements (no later than 1/1/2025)*

*HUD has provided two Hardship Exemptions related to the increase to the Health & Medical Expense Deduction (previously known as the Medical Expense Deduction) and the Attendant Care & Auxiliary Apparatus Deduction (previously known as the Disability Assistance Expense Deduction).*

*The two types of Hardship Exemptions related to the Health & Medical Expense Deduction and the Attendant Care and Auxiliary Apparatus Expense Deduction are:*

- 1. The Phase-in Hardship Exemption (Relief); and*
- 2. The Financial Hardship Exemption (General Relief).*

**THE PHASE-IN HARDSHIP EXEMPTION**

*The Phase-in Exemption is available to those residents who were receiving HUD assistance (MFH or PIH) as of January 1, 2024 and who were receiving either the Medical Expense Deduction or the Disability Assistance Expense Deduction as part of the Assistance Payment calculation as of that date. In these cases, HUD allows owner/agents to “phase in” the Deduction Decrease:*

- The deduction will be the amount that is over 5% of Annual Income for the first 12 months of Phase-in.*
- The deduction will be the amount that is over 7.5% of Annual Income for the second 12 months of Phase-in.*
- After the first 24 months, the deduction will be the amount that is over 10% of Annual Income.*



*If assistance is terminated (not suspended), the Phase-in Exemption ends.*

*If, in Year 2, the family requests and is granted a Financial Hardship Exemption, Phase-in ends and cannot be reinstated.*

*The owner/agent will not allow the Phase-in Hardship Exemption to continue when an applicant moves into the property.*

#### **THE FINANCIAL HARDSHIP EXEMPTION (GENERAL RELIEF)**

*A family may request a Financial Hardship Exemption to establish the Health & Medical Expense Deduction and/or the Attendant Care & Auxiliary Apparatus Expense Deduction to an the amount that expenses exceed 5% of Annual Income instead of the standard of the amount that expenses exceed 10% of Annual Income.*

*The owner/agent will consider a request for a Financial Hardship Exemption if:*

- 1. The family requests a Financial Hardship Exemption; and*
- 2. The family indicates that they will be able to pay rent if the exemption is granted; and*
- 3. The net Cash Value of Assets for the entire family is \$50,000 or less; and (Note from RBD: This is not required and can be edited to describe your own internal policies. If you have established different parameters, such as a lower net cash value for assets, describe them here. Please delete this note from RBD before completing edits to this document.)*
- 4. The family's total Annual Income is at or below the current Extremely-low Income Limit; and*
- 5. The family participates in a review meeting; and*
- 6. No member of the family is required to return an improper payment to HUD because the resident failed to fully and accurately disclose income or other required information; and*
- 7. The family provides required information and signatures within ten (10) business days including the information required to verify that the resident would not be able to pay rent if the owner/agent does not grant the Financial Hardship Exemption; and*
- 8. The change is reviewed and when considering Annual Income and all deductions and medical expenses, the result would be a TTP that exceeds 25% of the family's remaining income; and*
- 9. The family has not provided Notice to Move; and*
- 10. The family is a considered a "resident in good standing" and the owner/agent has not indicated intent to terminate assistance and/or terminate tenancy (eviction);*
- 11. The family agrees to participate and participates in a review meeting at least every 90 days or upon request by the owner/agent.*

*If the Request for the Financial Hardship Exemption (General Relief) is approved, the owner/agent will reduce Annual Income by the verified amount of qualified expenses that exceed 5% of the family's Annual Income instead of reducing Annual Income by the verified amount of qualified expenses that exceed 10% of the family's Annual Income.*

*The Financial Hardship Exemption ends at the earliest of:*

- *Ninety (90) calendar days from the Effective Date of the Certification implementing the exemption;*
- *Such time the owner/agent determines the need for the Financial Hardship Exemption no longer exists and the family is able to pay their rent without the Financial Hardship Exemption;*
- *Assistance is terminated;*
- *The resident fails to meet with property staff or provide information/signatures, as required, at least every 90 days or upon request from the owner/agent.*

*The resident may request and the owner/agent may extend the Financial Hardship Exemption (General Relief), for increments of no more than 90 days, based on the parameters outlined in the owner/agent's Hardship Exemption Policy.*

*Please see the property Hardship Exemption Policy for a more detailed explanation. To request a Hardship Exemption please contact the property staff for a Hardship Exemption Request.*

#### **REQUESTING A HARDSHIP EXEMPTION RELATED TO DEDUCTIONS**

*If you would like more information explaining the owner/agent's Hardship Exemption Policy or if you would like to request a Hardship Exemption, please contact the property management staff.*

**Interim Recertification - Reporting Changes Before Next Annual Recertification (AR)** *Resident family composition, income and expenses are reviewed at least Annually.*

*Residents are required to report changes, between Annual Recertification, based on requirements outlined in the HUD Model Lease and the House Rules. Changes that result in an income increase or removal of a member must be reported within 30 days. If removal of a family member results in a decrease of the family's Annual Adjusted Income, the owner/agent will submit an Interim Recertification reducing rent. The addition of a new resident (except minors) must be approved before the new member moves into the unit. Failure to notify the owner/agent before a new member is added is a material lease violation and may result in termination of tenancy. Addition of new minors must be reported as quickly as possible, but not later than the date the next rent payment, is due after the minor is added.*

*If the change reported results in a decrease to family income, the owner/agent will process an Interim Recertification (IR), adjusting rent, when that reduction results in a decrease of the family's Annual Adjusted Income of 10% or more.*

*Based on the rules below, the owner/agent will submit an Interim Recertification, if the resident reports one or more changes resulting in a 10% increase to Annual Adjusted Income.*

*Earned Income increases will not be considered unless an Interim Recertification, reducing income, has been submitted since the last AR.*

*If the change is not related to earned income, and results in an increase of the family's Annual Adjusted Income of 10% or more, the owner/agent will complete an Interim Recertification adjusting rent. This is true unless the resident reports a change in a reasonable amount of time, in compliance with the owner/agent's policy, and the change is reported within 3 months of the next Annual Recertification Date.*

*If the reported change includes an increase to earned income, but an IR reducing income has not been completed since the last AR, the owner/agent will document the resident file, and will only consider changes not related to earned income, when determining if the Annual Adjusted Income has increased by 10% or more.*

*If an IR reducing income has been completed since the last AR, the owner/agent will complete an IR, including any increase to earned income, unless the change is reported within 3 months of the next Annual Recertification Date.*

***Errors Caused By A Member Of The Resident Family*** *If an owner suspects that a resident has inaccurately supplied or misrepresented information that affects the rent or a family's eligibility, the owner must investigate and document the resident file.*

*If the resident family meets with the owner to discuss the error, and the owner is convinced the submissions were correct, the owner will document the file accordingly and close the investigation.*

*If, after meeting with the resident family, the owner determines that the provision of inaccurate information was an unintentional program violation, the owner will correct the rent calculation, if applicable, and provide the tenant with notice of the change in rent. If the resident received an improper payment, the resident will be required to return that improper payments, in compliance with the HUD lease.*

*If the tenant is unable to repay the full amount, the owner and tenant may enter into a repayment agreement.*

- 1. If the family did not qualify for assistance at MI/IC or if, after the income adjustment, the family no longer qualifies for assistance, the family may remain in the property subject to making repayments and paying market rent.*
- 2. The owner may terminate tenancy if the resident refuses to pay any new monthly rent or refuses to repay the previously overpaid subsidy (improper payment) pursuant to any Repayment Agreement.*
- 3. The owner may terminate tenancy if the resident refuses to enter into Repayment Agreement if such an option is offered.*
- 4. If necessary, civil action may be filed to recover the funds.*

*If the owner determines the resident knowingly provided inaccurate or incomplete information, and this can be substantiated through documentation, the owner will pursue the incident as fraud.*

*If any adult member of the family fails to meet with the owner/agent as requested, the owner/agent will initiate termination of tenancy (eviction) in compliance with HUD's guidance.*

***Errors Caused By The Owner/Agent, A Service Bureau Or Owner/Agent Software*** *If the owner/agent determines that an error was made and the family's income was over-reported, the owner must*

complete corrections to the prior certification(s) affected by the income change. Once the corrections have been made, the owner must determine the difference between the amount of rent paid and the rent that should have been paid.

- The owner/agent will request a meeting to discuss the error;
- The owner/agent will prepare corrections or new certifications that must be signed by all adult members;
- The owner/agent will provide the family with written notification, which includes:
  - A notice of the change in rent, effective retroactively to when the error occurred;
  - The new monthly rent the tenant is required to pay;
  - The amount of the overpayment of rent due; and
  - A form used by the family choosing whether to:
    - Receive a full refund; or
    - Apply the overpayment to future monthly rent payments.

Please note that any credit will be applied to any outstanding rent payment before calculating the amount due to the resident family.

If the determination of income should have resulted in a higher Annual Adjusted Income, the owner/agent will correct certifications or create new certifications as required. Families will not be required to repay the owner/agent in instances where the owner/agent has miscalculated income resulting in a family being undercharged for rent. The resident will not be required to pay a higher Tenant Rent until a 30-Day Notice of Rent Increase has been issued. The new Tenant Rent will be effective the first of the month after the 30 days.

## OCCUPANCY STANDARDS

The following occupancy standards shall be used as a baseline.

*Note: Not all bedroom sizes may be available at this apartment community.*

Number of Bedrooms	Minimum Number of Household Members	Maximum Number of Household Members
0 (efficiency/studio)	1	1
1 Bedroom	1	2
2 Bedroom	2	4
3 Bedroom	3	6
4 Bedroom	4	8

Abington Arms Apartments shall not determine who is assigned to which bedroom. **The family shall determine the apartment size best suited for the family within the guidelines set above, and considering any special circumstances (see below).** The family may select one or more sizes of apartment unit that will suit the family’s needs, subject to the guidelines above. If the family selects more than one size, the family will be placed on the waiting list for all appropriately sized units (as long as the waiting list for that size is open at the time of application).

There may be several other factors that will aide in determining the appropriate size unit for the household. It is the responsibility of the household to notify Abington Arms Apartments of any special circumstances, in a timely manner (at least ten days prior to residency for applicants, and within thirty days of a change in composition for existing residents), which may affect the unit size necessary to house the household. Such factors shall include the size and design of the rooms and units, the ages of a family's children, and state and local ordinances.

Temporarily absent family members shall be included in the computation of household size in certain situations, such as:

- When a household member is a full-time student at an institution of higher education (such as a college or university), provided they are on the lease and will be present in the apartment during school breaks
- Temporarily absent household members due to employment. For example, a family member who is working in another state on assignment who is temporarily away from the household
- Family members in a hospital or rehabilitation facility for periods of limited or fixed duration
- Persons permanently confined to a hospital or nursing home (provided they are not listed as the head, co-head, or spouse)
- Certain household members who may be away from the household due to military service (certain restrictions may apply)

If an applicant household is otherwise eligible for occupancy but no appropriately sized unit exists in the property, Abington Arms Apartments will reject the application.

When an applicant applies for a certain bedroom size(s), their application may be placed on the waiting list or processed for that sized bedroom, subject to the conditions listed in this plan. If the applicant subsequently changes their preferences for bedroom size, Abington Arms Apartments shall only permit the change when one of the following conditions arise:

- There is a change to the family composition
- There is a change to the age range of children living within the household
- A need for a different bedroom size arises due to a verifiable disability

For the purposes of determining the appropriately sized unit, a live-in aide is not expected to share a bedroom with any other household members. No housing shall be provided for the family members of live-in aides.

For the purposes of determining the appropriately sized unit for households who anticipate additional children will be joining the household, the following children will be recognized in considering unit size:

- Any children who are expected to be born to a pregnant person who is a household member at the time of the application/request
- Children or adults who are in the process of being adopted by a household member or children or adults who are under the foster care of a household member, or foster children who will return to the unit
- Children who are in the custody of a household member for at least 50% of the time, or whose custody is actively being sought.

For any of the above scenarios, Abington Arms Apartments may require documentation and/or third party verification to determine the household composition.

The apartment community may amend these occupancy standards, without notice, when necessary due to a local or municipal code or rule regarding apartment occupancy.

If a household is placed in a unit which would cause the household to be over-or-under-housed, the household agrees to transfer to an appropriately sized unit when one becomes available. Such transfer must occur within thirty (30) days of being notified that a unit has become available. *For more information, see the section on Transfers.*

## **PREFERENCES & OTHER CHANGES TO WAITING LIST ORDER**

Abington Arms Apartments utilizes the following preferences for selecting applicants from the waiting list. Abington Arms Apartments may select applicants who meet these preference criteria before selecting other applicants on the waiting list. All other things being equal, an applicant who meets the greatest number of preferences shall be selected first. If two or more applicants share a preference(s), priority will then be given based on the date and time which the applicant was placed on the waiting list.

### **1. Existing Resident Transfers**

Existing residents who require a transfer to another unit are given first priority on the waiting list. A list of reasons for transfer is provided later in this document.

### **2. Accessible Unit Preference**

This apartment community may feature units designed specifically for persons with certain disabilities (e.g. mobility impairments or sight/sound impairments.) Such apartment units will be offered first to households who require the features of the unit. Should an accessible unit become available, Abington Arms Apartments may give preference (see below) to the next applicant on the list which requires the features. If an applicant (or resident) indicates that he/she is in need of an accessible unit, Abington Arms Apartments shall verify the need with a third party to determine that the applicant/resident is qualified for the unit and needs the features of the unit.

Preference for accessible units will be given in this order:

1. Current residents who need the features of an accessible unit (e.g. Reasonable Accommodation or Modification) and Abington Arms Apartments determines that a transfer to an accessible unit would be well suited to meet their needs
2. The next applicant on the waiting list who has indicated the need for an accessible unit (requires verification of disability)
3. Current residents who do not need the features of an accessible unit, but who require a transfer from their existing unit, but agree to transfer when a non-accessible unit becomes available if another household requires the features of an accessible unit (see below)
4. Other applicants on the waiting list who do not need the features of the unit, but who agree to transfer when a non-accessible unit becomes available if another household requires the features of an accessible unit (see below).

If there are no applicants on the waiting list who require the features of an accessible unit, the unit will be offered to the next applicant on the waiting list based on the normal order of selection. However, that household must agree to transfer should another unit become available and another household which requires the features of the unit is awaiting the accessible unit. The household must move to the other unit, at the household's expense, in a timely manner, as indicated in the accessible unit documentation. Should the existing household which does not require the features of an accessible unit refuse to transfer to another apartment, Abington Arms Apartments may terminate the assistance of the household after providing notice to the household that their assistance will be terminated.

If, after move-in, the household no longer requires the features of an accessible unit, the household will be required (at the household's expense) to move to another unit without such features so that the features of the accessible unit may serve persons who require the features. The household agrees that Abington Arms Apartments may re-verify the need for the accessible unit with a third party or other documentation as so determined by the owner/agent. Should Abington Arms Apartments determine that a household no longer requires the feature of the accessible unit, the household will be required to transfer to another apartment within thirty (30) days of being notified of the availability of another unit by the owner/agent.

*Special Note: If a household which contains a person with disabilities approaches the top of the waiting list, and no accessible apartment is available, the applicant household may be offered a standard (non-accessible) apartment unit, at their preference. The applicant may elect to move into the standard apartment or await the next available accessible apartment, if any. An applicant who is disabled and requires the features of the unit who elects to not move into a standard (non-accessible) apartment in lieu of awaiting an accessible apartment will not be penalized nor be considered to have "refused" an apartment. For more information, see "refusals" herein.*

### **3. Working Preference**

Applicants in which the head of household, co-head, or spouse, is employed in a full-time capacity for a minimum of 3 months of interrupted employment shall receive preference over non-working applicants, or applicants who have not been employed for a period of 3 months' uninterrupted duration. Working preference shall extend to households whose head of household, co-head or spouse is 62 years of age or older who receive a pension/social security income, and to households in which the head of household, co-head, or spouse is disabled and cannot work, as evidenced by supporting documentation.

The applicant must have been working in a full-time capacity for a minimum of 3 months prior to the time of application. Moreover, if there is a waiting list for the unit size intended to house the applicant's household, the applicant must also have been working in a full-time capacity for a minimum of 3 months prior to their move-in date.

To qualify for this preference, Abington Arms Apartments will require an affidavit signed by the working household member(s) at the time of application. For the preference to apply, the applicant(s) must be working in a bona fide capacity in which the applicant's income from employment is being reported (e.g. W2, 1099, etc.) The information will also be verified during the application process. If it is found that the applicant falsified data, the application will be rejected. If

the household fails to maintain the working status sufficient to qualify for the unit (the applicant stops working), the preference will be removed and the applicant will return to the list in the order in which they applied without a preference.

#### **4. Other Preferences**

From time-to-time Abington Arms Apartments will adopt other preferences in accordance with regulatory requirements. For example, if HUD or the IRS indicates that preference is to be given to persons involuntarily displaced from a presidentially declared disaster area. Such preferences may not appear in this plan due to the urgent nature of the need for the preference(s). Abington Arms Apartments will not adopt self-imposed preferences without first updating this Resident Selection Plan.

### **SCREENING CRITERIA**

Abington Arms Apartments will conduct screening of all applicants in accordance with the following criteria. Should Abington Arms Apartments encounter any one (1) screening criteria that would be cause for rejection of the application, Abington Arms Apartments may cease additional screening and reject the application. Abington Arms Apartments is not required to screen for *all* criteria before making a decision.

All members of a household shall be screened as one. If any one member of a household is removed or rejected, then all members of the household shall be removed or rejected.

Anyone choosing to live at this apartment community shall be screened in accordance with these criteria, including all household members or any police/security officers placed by the owner/agent. Certain exceptions are made for children/minors and to others as detailed elsewhere in this Resident Selection Plan criteria (example: credit screening does not apply to most live-in-aides.)

#### **Credit History**

All adults (18 or older) will have their credit history reviewed. The lack of credit history (no credit history) shall not be a reason for denial. The following credit history criteria shall be used:

- Medical and student loan debts/credit shall not be considered and will be exempted from the decision to accept or reject an application.
- Any open bankruptcy shall be considered to be within the last two (2) years and shall be a reason for rejection. A bankruptcy shall be considered “closed” when so ordered dismissed or closed by a bankruptcy court. Bankruptcies “closed” shall not be a reason for rejection.
- Any debt owed to a prior landlord / housing provider, or any action of a prior landlord/housing provider to collect a debt (example: suit or collections) within the last four (4) years shall be an automatic rejection of the application.
- Any balance owed to a utility company (including gas, water, sewer, electric, cable, telephone, or other utility) within the last two (2) years shall be considered a reason for rejection.
- Any balance owed to a utility company (including gas, water, sewer, electric, cable, telephone, or other utility), which is older than two (2) years, but is over \$250 in value, shall be considered a reason for rejection.



- Any balance owed to Abington Arms Apartments at this apartment community, or any apartment communities or businesses owned or operated or associated with Abington Arms Apartments shall be considered a reason for rejection.
- The applicant has a pattern of debts owed to housing, utility providers, or other creditors that indicate the applicant may be unlikely to meet financial obligations at this apartment community.
- Any balance owed to HUD or any other assisted housing program which has not been repaid.
- In addition to the automatic reasons for rejection as listed above, any credit scoring as recommended by a third-party scorer as “high” or “severe” shall be a reason for rejection.
- Any credit scoring as recommended by a third-party scorer as “no established credit”, “limited established credit”, “minor” or “moderate” shall not be a reason for rejection.
- Any applicant/household that is unable to establish utility service at the owner/agent’s apartment
- Any account which the applicant may have opened but has no history of payment on the account (applies to: revolving accounts, installment accounts, etc.)

### **Rental History**

Abington Arms Apartments shall require detailed rental history information for the last ten (10) years to determine rental history, and shall require summary information for an applicant’s entire lifetime (example: states the applicant has resided in) in order to screen for sexual offender registry status and also to determine the accuracy of information provided in the application.

Abington Arms Apartments shall attempt to verify, at its sole discretion, rental history for a minimum of five (5) years and a maximum of (10) years. In the case where an applicant was a minor during the time frames listed above, only the time since the applicant became age eighteen (18) shall be considered, as it relates to prior rental financial obligations of the applicant. Abington Arms Apartments may still consider other factors from before the applicant was age eighteen (e.g.: applicant failed to follow the rules at a prior housing arrangement or violated the peaceful enjoyment of others when he/she was a teenager), but only so much as it was within the last ten years.

Abington Arms Apartments may seek to verify or clarify information in this section by obtaining a landlord reference/verification, or by any other method available to Abington Arms Apartments (see Sources of Verification earlier in this document).

For the purposes of this section, “rental history” shall also include any real estate ownership history such that it is relevant for Abington Arms Apartments to determine the pattern of behavior(s) in making a determination for eligibility at this apartment community (e.g. a property owner may still violate the rules of their condominium association, or a property owner may also have threatened their neighbors, both of which should lead to a rejection of the application at this apartment community.)

The following rental history criteria shall be used as reasons for rejecting the application:

- Any debt owed to a prior landlord / housing provider, or any action of a prior landlord/housing provider to collect a debt (example: suit, monetary judgment or collections) within the last seven (7) years, regardless of whether the debt has since been paid
- Any eviction of an applicant from federally assisted housing for drug-related criminal activity for three (3) years from the date of the eviction

- Any eviction (also: unlawful detainers, possession/forcible detainers, and other similar causes) for non-payment of rent or for cause of any applicant within the last seven (7) years
- Any eviction (also: unlawful detainers, possession/forcible detainers, and other similar causes) OR notice of termination of tenancy OR notice of non-renewal OR notice of termination of subsidy from this apartment community or any apartment community owned, managed, or associated with the owner/agent.
- If the applicant has moved out / vacated any rental property or in lieu of eviction within the last seven (7) years
- A history of two (2) or more evictions (also: unlawful detainers, possession/forcible detainers, and similar causes), regardless of the time frame
- A history of owing money to two (2) or more prior landlords / housing providers, regardless of the time frame
- Any negative report of any of the following by a prior landlord / housing provider (or reliable proof of the same even if not directly from the housing provider):
  - Two or more late payments of rent or other balances within the last 24 months
  - Two or more insufficient funds or other rejected payments within the last 24 months
  - Any report of illegal activity at the residential location such as, but not limited to, gambling, drug-related, gang, or violent criminal activity (as per the Criminal History criteria located herein),
  - Any unauthorized subletting
  - Any damage to a prior residence beyond normal wear and tear
  - Any violence or threats to neighbors, the landlord or his/her agents or invitees, guests, or other persons having business at the rental property
  - Any action caused or on behalf of the applicant which directly violated the right to peaceful and quiet enjoyment of the premises by others
  - A statement by a prior landlord that the landlord would be disinclined to rent to the applicant(s) again for any reason pertaining to the behavior of the applicant, any other household member, guest or other person under the tenant's control.
  - Allowing persons not on the lease to reside on the premises or utilize the premises as their official address without having had expressed permission of the landlord
  - The applicant had under-reported or un-reported income and did not return assistance which was paid to him/her
  - Any indication that the applicant failed to comply or was slow to comply with recertification or reporting requirements in an assisted / affordable housing program, including, but not limited to, changes to income or household composition
  - The applicant had a pattern of failure to comply with the lease, rules, pet policies, assistance animal policies, or other rules of policies of the housing provider(s)
- Any indication that the applicant utilized an address which was not indicated on the application for the time frame required to be listed on the application, or that the dates of residency at such addresses are in contradiction to other data (example: data on credit report or verification documents lists another address in contradiction to the timeframe indicated by the applicant.)
- The applicant falsifies any address listed on the application, or the time frames for residing at an address
- Any indication that the applicant behaved in an unprofessional manner in prior housing

- Any indication that the applicant did not reasonably report issues or concerns to management/ownership of a prior rental housing community, including, but not limited to, maintenance needs
- The applicant was removed from a lease agreement due to being the perpetrator of an act covered under VAWA
- Any indication that the applicant interfered with the management or owner of a previous property, or prevented them from effectively managing the property, or caused unnecessary discord at another property
- The unit in which the applicant currently resides is assisted and/or subsidized and the landlord does not confirm that the applicant has given proper notice to vacate the unit or that the applicant shall be removed from the unit prior to commencement of the lease at the apartment community for which the applicant is applying
- The applicant is attempting to receive assistance at two or more locations
- The applicant fails to properly list the landlord/housing provider for their current or previous address (e.g. applicant lists a family member who does not own or operate the housing where the applicant currently resides)
- The home in which the applicant currently resides is being used for illegal subletting, is being used for persons not on the lease (without the landlord's permission), is being used for harboring of illegal aliens against US Code Title 8 Section 1324(a)(1)(A), or is being used to harbor fugitives from justice, or if a person with an active warrant resides or is present at the home
- The applicant does not have rental history which would indicate that the applicant would be able to meet the obligations, rules, compliance requirements, or other requirements of this apartment community. (Note: applicants who are or who may have been homeless will be provided an opportunity to show that the applicant can demonstrate their ability to meet the obligations, rules, compliance requirements, and other requirements of this apartment community. For example, a homeless applicant may provide a cell phone bill showing it was paid on time to meet a financial obligation, or may provide social worker or shelter reference to indicate other compliance and rule requirements have been met.)

### Home Visits

A home visit may be conducted, if Abington Arms Apartments has resources available (staff, transportation and funds) to conduct such home visit. If Abington Arms Apartments will *not* be conducting home visits, Abington Arms Apartments will post such information in a public space in or around the leasing office. Abington Arms Apartments will not selectively conduct home visits (except as noted in this section; e.g. due to distance). Abington Arms Apartments will only conduct home visits at the present address of the applicant(s), and only when such address is within a thirty (30) mile radius (one way) of the apartment community for which the applicant is applying.

The following home visit criteria shall be used as reasons for rejecting the application:

- The home visit indicates that the existing home(s) of the applicant(s) is/are not being maintained satisfactorily by the applicant(s) or other household members. (Note: maintenance which would not normally be the responsibility of a tenant shall not be considered; example: roofing materials)
- There is evidence of illegal activity or paraphernalia
- There is evidence of alcohol or drug abuse present

- The home is in a place not authorized as a residence (example: storage unit, commercial space, etc.)
- There is evidence of damage to the home above normal wear and tear which was caused by the applicant(s) or their existing household members
- One or more of the expected utilities have been turned off (gas, water, electric)
- Any area of the home that the applicant may use, including common areas, kitchen(s), bathroom(s), living areas, exterior or garage spaces, are unclean, have improperly disposed trash/waste, or are not maintained as would be expected at the owner/agent's apartment community
- There is evidence that persons live at the home who were not reported or are in contradiction to what was reported on the applicant's application to live at the owner/agent's apartment community (see specific question on the owner/agent's application form)
- There is evidence of a pet/animal when not permitted
- The applicant(s) do not participate in a home visit at the date/time scheduled with the applicant(s) (example: applicant(s) is a "no show")
- The applicant fails to allow the owner/agent's staff in to conduct the home visit
- The home visit indicates that the applicant or someone in the applicant's household is a current member of organized crime or gang activity/membership
- The home visit indicates that the applicant would fail to meet a criteria under the section "Rental History" that would be cause for rejection
- The home visit indicates that the applicant(s) would not be able or are unlikely to comply with the rules of the owner/agent's apartment community. For example:
  - There is excessive noise coming from the subject home
  - There are notices or signs present which are not acceptable to the housing of the applicant (eviction or termination notices, utility collections, defamatory signs, gang signs, etc.)
  - A neighbor, official personnel of the existing housing, or other person having knowledge who is present notifies the owner/agent's staff (during the home visit) of issues with the applicant(s) that are reasonably believed

### **Criminal & Sex Offender History**

Certain criminal and sex offender history will be a reason for rejection of the application. ***For the purposes of rejection of an application, an arrest shall not be the sole cause for a denial.*** Abington Arms Apartments may utilize other information which may be available to determine criminal activity, the pattern of criminal activity, **or extenuating circumstances which should mitigate concerns of criminal activity.** Examples of such other information include, but are not limited to: police reports, court documents, witness statements, admissions of guilt, or other items which may be made available to the owner/agent.

If the applicant(s) is currently under prosecution for a crime which would, if convicted, be a reason for denial of application, Abington Arms Apartments may postpone a decision on the application until such time as the adjudication of the prosecution has occurred.

**NOTE: The time frames indicated in the criminal history criteria shall be from the conviction or incarceration or end of any other monitoring period (e.g. probation or parole), whichever is later. This is referred to as the “lookback period”.**

The following criminal history, drug history, and sex offender status criteria shall be used as reasons for rejecting the application:

- A record of any felonious conviction or adjudication, other than acquittal, but including pleading no-contest or nolo-contendere, of any of the following crimes against persons, regardless of time frame:
  - Capital murder, murder, manslaughter, or other crimes that ended the life of another
  - Rape, incest, child molestation, gross lewdness, or other crimes of a sexual nature
  - Crimes involving arson, terrorism, explosives or bomb making, torture of a person or animal, or kidnapping
- A record of any misdemeanor conviction or adjudication, other than acquittal, but including pleading no-contest or nolo-contendere, of any of the following crimes against persons or property, within the last fifteen (15) years:
  - Capital murder, murder, manslaughter, or other crimes that ended the life of another
  - Rape, incest, child molestation, gross lewdness, or other crimes of a sexual nature
  - Crimes involving arson, terrorism, explosives or bomb making, torture of a person or animal, or kidnapping
  - The manufacture of methamphetamines
- A record of any felony *or* misdemeanor conviction or adjudication, other than acquittal, but including pleading no-contest or nolo-contendere, of any of the following crimes against persons or property, within the last fifteen (15) years:
  - Attempted murder, manslaughter or similar crimes
  - Attempted sexual assault or sexual battery, molestation, or other crimes of a sexual nature
  - Attempted crimes involving arson, terrorism, torture of a person or animal, or kidnapping
  - Assault, battery, or other violent behavior towards another person, including domestic violence
  - Strong armed robbery, burglary or robbery with a deadly weapon, gun-related violence
  - The use of any weapon, knife, or other deadly weapon, alone or in connection with another crime
  - Fraud, theft by fraud or misappropriation, misappropriation of government funds, embezzlement, money laundering or counterfeiting, theft of public funds, forgery, or any other similar crime involving honesty or deception
  - Breaking and entering, burglary, robbery, grand theft, criminal destruction, larceny, vandalism, or other property or theft charges not individually listed here
  - Possession with the intent to sell or distribute, distribution, sale, possession of equipment or paraphernalia for the sale or making of drugs, or any similar crime of illegal drugs (does not include the manufacture of methamphetamines, as listed elsewhere)
  - Racketeering or organized crime of any type; Criminal gang activity
  - Inciting violence
  - Conspiracy to commit any crimes

- Computer/Cyber related crimes not specifically listed elsewhere
- Crimes against the government or government officials not specifically listed elsewhere
- Crimes against animals not specifically listed elsewhere
- Any household member’s pattern of criminal activity which is ongoing, or recurring frequently enough to indicate a pattern and the likelihood of reoffending, even if the criminal activity extends through different types of convictions (e.g. not the same crime). For the purpose of this section, a “pattern” shall include if the applicant engaged in three or more criminal activities.
- A record of any felony *or* misdemeanor conviction or adjudication, other than acquittal, but including pleading no-contest or nolo-contendere, of any of the following crimes, within the last seven (7) years:
  - Shoplifting, petty theft, minor theft, or other similar crimes
  - Felony DUI, DVI, reckless driving, or other criminal traffic offenses
  - Two or more misdemeanor crimes of DUI, DVI, reckless driving, or other criminal traffic offenses
  - Prostitution, pandering, or soliciting prostitution
  - Possession of illegal drugs, possession of paraphernalia, or any other drug related crime not specified elsewhere
  - Resisting arrest by a law enforcement officer, with or without violence or obstructing justice/obstructing the law
  - Illegal possession, display, carrying, or other firearm, knife or deadly weapon charge not specified elsewhere
  - Disorderly conduct, gambling, trespassing
  - Harassment
  - Any other criminal activity that may threaten the health and well-being of others
  - Misdemeanor forgery
  - **Any other felonies not specifically listed elsewhere**
- A record of any misdemeanor conviction or adjudication, other than acquittal, but including pleading no-contest or nolo-contendere, of any of the following, within the last three (3) years:
  - Violation of public transit laws, public decency laws, public nuisance laws or similar state, county or municipality laws appearing to protect the well-being of the general public or law and order
  - Violation of any criminal code enforcement or similar county or municipality laws appearing to protect the community in which the law was violated
  - **Any other misdemeanor not specifically listed elsewhere**
- Any crime, including but not limited to drug-related crimes, which resulted in the eviction of any applicant(s) of the household from other housing, federally assisted housing or otherwise, within the last three (3) years
- Any applicant(s) were engaged in the production of methamphetamine within any time frame
- Any household member who is subject to any state lifetime sex offender registry requirement
- Any household member’s abuse, pattern of abuse, or reasonable cause to believe the behavior from such abuse of alcohol or illegal drugs may interfere with the health, safety, and right of peaceful enjoyment by other residents. (Note: this does not include the condition of alcoholism, but rather, the behavior that stems from abuse of alcohol or illegal drugs.)

**Extenuating Criminal History Circumstances** Abington Arms Apartments encourages applicants to provide information on extenuating circumstances and to request Abington Arms Apartments to review criminal history findings in depth. Examples of extenuating circumstances include, but are not limited to:

1. The applicant committed a crime but was pardoned by a governor, the president, etc.
2. The applicant committed a crime which is improbable to recommit (e.g. applicant had a consensual significant other when he/she was 18 years old, and was convicted of statutory rape; the applicant is now much older and is not required to be listed on any lifetime sex offender registry)
3. The applicant committed a crime which, if the crime were committed again, a reasonable person could not foresee where people at the apartment community would be harmed (e.g. applicant failed to disclose certain imports when traveling into/out of the country)

Evidence or the preponderance of evidence of criminal activity may be used if there is a notable or demonstrable concern for the safety of persons or property at the apartment community.

If contradictory criminal information is received, and Abington Arms Apartments is unable to determine if the criminal behavior or alleged criminal behavior falls into a category above, Abington Arms Apartments will contact the applicant and allow the applicant five (5) business days to provide supplementary documentation so that the owner can continue to make a determination as to whether or not the applicant is eligible. If the applicant fails to provide documented supplementary information, the application will be rejected.

If the criminal history or sexual offender registry reports or data indicate the applicant has falsified the application (example: applicant indicates he/she has not been convicted of a crime, but the criminal report indicates he/she has been convicted), the application will be rejected. Should the application be rejected in error, the applicant may appeal the denial within fourteen (14) days and will be given the opportunity to provide documentation or other opportunity to dispute the accuracy of the information used to make a rejection determination. If the applicant was rejected in error, the application will be reinstated at its original place on the waiting list.

Should the applicant be admitted for residency, and Abington Arms Apartments later discover that a criminal history existed that would have otherwise been a reason for rejection if known at the time of application, Abington Arms Apartments may terminate the tenancy of the household.

**Criminal Screening of Existing Residents** Abington Arms Apartments may, at its own discretion, screen existing residents for criminal history annually, or at such time it has reason to believe a current resident has committed a crime which may:

1. Affect the ability of the resident(s) to meet the above criminal history screening requirements
2. Negatively affect the other residents, staff, or other persons having business at the apartment community
3. Pose a threat to others reasonably related to the apartment community
4. Be a concern covered under VAWA, such as domestic violence, dating violence, stalking or sexual assault

Upon investigation by the owner/agent, should an existing resident fail to meet the criminal screening criteria contained in this Resident Selection Plan, or should the criminal activity of existing residents cause Abington Arms Apartments to reasonably believe their criminal activity triggers items 1-4 above, Abington Arms Apartments may exercise its right to terminate the tenancy of the resident(s).

In the case of Item #4, Abington Arms Apartments may attempt to bifurcate the lease to terminate only the offending household member where appropriate.

#### **PROCEDURES FOR OFFERING A UNIT**

Abington Arms Apartments may offer a unit to an applicant household by phone, email, US mail, in person, or other methods. The applicant must make contact within three (3) days of being offered a unit to arrange a move-in date.

Once an offer has been made for housing, Abington Arms Apartments shall require the applicant household move into the household within thirty (30) days, or other such time as indicated in the offer. If the offer differs from thirty days, the time frame indicated in the offer shall prevail.

Abington Arms Apartments shall set a date for move-in in conjunction with the resident, within reason. Abington Arms Apartments recognizes that additional obligations that may need to be met before the applicant will be permitted to move-in (e.g. establishing utilities).

***Abington Arms Apartments may require that the applicant pay the security deposit and prorated first months' rent after a unit has been offered, but prior to move-in day.***

Should the applicant not meet the deadlines established for move-in, rent or security deposit payment, or other deadlines established to facilitate the move-in, the application will be rejected.

***Even after offering a unit, should Abington Arms Apartments receive information that would indicate that an applicant is not eligible to reside in the apartment (e.g. over income or poor landlord reference from current landlord), Abington Arms Apartments may retract the offer and deny the application!***

**Applicant Refusal** *If Abington Arms Apartments offers a unit to an applicant household, and the applicant refuses the applicant will move to the bottom of the waiting list.* The applicant may make a request to retain their original position at the top of the waiting list if the applicant is subject to extenuating circumstances outside of their control (e.g. applicant was incapacitated due to medical needs and unable to move at this time). No consideration will be given if the applicant refused the unit due to preference (e.g. waiting for a different floor or view), is unable to move due to logistics (e.g. movers), is unable to move due to financial reasons, convenience, or other factors that are within the purview of the resident. Abington Arms Apartments will make a determination, at its sole discretion, whether an applicant who refused an offer shall be allowed to retain their place on the waiting list or be moved to the bottom.

The applicant may again be offered another unit in the future, and will have the opportunity to accept or refuse the unit. Abington Arms Apartments will, to the best of its ability, make the second offer no less than thirty (30) days from the first offer, subject to waiting list conditions and availability. Upon the second offer, if the applicant refuses to accept the unit, the application will be removed from the waiting list. Please note that this will result in the applicant not being eligible to apply again for a period of twelve (12) months.



Current residents who are offered a transfer for a reason indicated in the “Transfers” section of this Resident Selection Plan will not be permitted to refuse the transfer. If the transfer is refused by a current resident, their assistance may be terminated, or if no assistance is present, the lease may be terminated or non-renewed, at the discretion of the owner/agent.

Applicants in need of an accessible unit who are offered a standard (non-accessible) apartment may refuse a standard apartment in favor of awaiting an accessible apartment without being penalized for the refusal. This limitation is subject to accessible units being present at the apartment community.

### **REMOVAL & REJECTION FROM CONSIDERATION AND/OR THE WAITING LIST**

An application may be removed or rejected from consideration and/or the waiting list for several reasons. Certain requests for removal from consideration/the waiting list may permit the applicant to reapply at a time convenient to the applicant. However, a rejection from the waiting list will cause any subsequent applications of any of the household members to be automatically rejected for a period of twelve (12) full months from the last rejection.

If the applicant was removed from the waiting list and Abington Arms Apartments determines that the removal was in error, the applicant will be reinstated at their original place on the waiting list (coinciding with their original application date and time and any preferences).

#### **Reasons for REMOVAL of the Application From Consideration and/or the Waiting list:**

In the following circumstances, the applicant will be removed from the waiting list but may reapply at the applicant’s convenience:

1. The apartment community does not have the size or type of unit required by the applicant’s household due to occupancy standards (example: the applicant may be under/over housed) or other needs (example: the applicant requires the features of a unit which is not available at this apartment community and cannot reasonably be made available under section 504.) This includes situations where the household was otherwise eligible, but the household’s composition may have changed while on the waiting list.
2. The applicant applies for a unit size for which the waiting list is not currently open
3. The applicant has requested removal (example: is no longer interested)
4. The applicant is not eligible for the property or program based on income or student factors

When an applicant has been removed from the waiting list for the above reasons, should the applicant wish to be considered again, the applicant will need to submit a new application and all necessary related documentation. Abington Arms Apartments shall not be required to provide the applicant any documentation or data from the previous application (examples: copy of identification documents) for the applicant to reapply. Further, the date of the new application shall be when the new application is accepted; the prior date (of the prior application) shall not be utilized.

#### **Reasons for REJECTION of the Application**

In the following circumstances, the application will be rejected and the applicant will not be eligible to reapply for a period of twelve (12) full months from the date of rejection.

Applicants are reminded that if any one applicant in a household is rejected, all applicants in that household shall be rejected.

*(Note: headings are for convenience only and are not to be construed as definitions)*

**The applicant/application will be rejected if:**

1. The applicant previously applied within 12 months and was rejected
2. The application is incomplete, or is missing supporting documentation
3. The applicant(s)' Net family assets that exceed \$100,000 (adjusted annually for inflation); and/or The family has a present ownership interest in, a legal right to reside in, and the effective legal authority to sell the real property (based on laws of the state or locality in which the property located) that is suitable for occupancy by the family as a residence. (PER REQUIRED ABINGTON ARMS APARTMENTS POLICY.)
4. The applicant fails to provide additional documentation or fails to sign consent forms as requested, including but not limited to HUD Form 9887.
5. The applicant fails to respond to waiting list update letters, in writing, in the time frame given on the update letter
6. The applicant fails to proactively update their contact information (physical address, mailing address, phone number, legal name, etc.)
7. Abington Arms Apartments is unable to reach the applicant with the information on file
8. The applicant fails to respond to the owner/agent's requests to meet or begin further qualification steps, or otherwise fails to cooperate with the process indicted by Abington Arms Apartments to determine eligibility, process the application, or move-in.
9. The applicant fails to proactively notify Abington Arms Apartments of a change of household composition, income, student status, or other factor which may affect eligibility
10. The applicant has been offered an apartment at least two times and has refused to accept the offer (certain restrictions apply, as specified in this plan)
11. The applicant is unable to move into the unit in the time frame requested by the owner/agent.
12. Any information submitted by the applicant or anyone acting on the applicant's behalf is found to be false, misleading, has omitted requested information, is misrepresented, is dishonest, or is fraudulent.
13. The applicant does not meet the income limits of the program or property
14. The applicant does not disclose the Social Security Numbers, along with valid original documentation verifying the Social Security Numbers, for any household member
15. The applicant does not meet the citizenship eligibility of the program for which he/she is applying
16. The applicant does not meet the requirements of the "Student Rule" for all programs applicable at the apartment community
17. The applicant does not meet the sole residency requirement
18. The applicant is utilizing assisted housing elsewhere, and cannot provide proof that the assisted housing is/was terminated as of the scheduled day of move-in to this apartment community, OR if the applicant is otherwise double-assisted (e.g. Section 8 vouchers)
19. The applicant is not of legal age and/or ability to enter into a contractual lease agreement
20. The applicant is unable, with or without assistance, to meet the requirements of the lease agreement, rules, pet rules (if applicable), or other policies of the owner/agent

21. The applicant, persons acting on behalf of the applicant, or other people in the applicant's party harasses or otherwise has unprofessional conduct towards the owner/agent's staff, guests, other residents or other persons (see *Conduct and Harassment Restrictions* within this document)
22. The applicant, persons acting on behalf of the applicant, or other people in the applicant's party violate the Smoke Free Housing policy
23. Where two or more applicants are applying together, they do not meet the *Previous Responsibility for Household Members* requirement noted in this plan
24. The appropriate size unit for which the applicant is applying is not available at this apartment community
25. The applicant refuses to accept or transfer to a unit of the appropriate size necessary to avoid the applicant / resident from being under-/over-housed; or, if the applicant does not need the accessibility features of an accessible unit, the applicant refuses to transfer from such a unit so that someone who requires the features can benefit from said features
26. The applicant fails to meet the credit history requirements of the property
27. The applicant fails to meet the rental history requirements of the property
28. The applicant fails to meet the criminal history requirements of the property
29. The applicant is required to be listed on lifetime state sex offender registry
30. The applicant failed a home visit for any reason listed in this plan
31. The applicant is unable to pay the security deposit and/or the rent due at the time of move-in
32. The applicant is or has previously resided at this apartment community without permission of the owner/agent, for any length of time
33. Any other reason specifically listed elsewhere in this document

#### PROCEDURES FOR DENYING APPLICATIONS

**Notice of rejection** Should Abington Arms Apartments reject the application, Abington Arms Apartments will notify the household of the rejection via US Mail to the address on file for the head-of-household. Abington Arms Apartments will not notify all household members individually. Abington Arms Apartments will include the reason for rejection.

**Appeals:** Any applicant(s) who believe their application was wrongfully removed or rejected or removed from the waiting list, or who wish for Abington Arms Apartments to consider extenuating circumstances, must appeal the decision within **fourteen (14) days of the date of the decision**.

***Applicants are encouraged to appeal if there is doubt about their eligibility, or if they know of extenuating circumstances!***

Appeals must be in writing and submitted to the leasing office by US mail or in person. Appeals via email, phone, fax, or other methods may not be accepted. If an applicant needs a reasonable accommodation to write an appeal or to otherwise participate in the informal hearing process indicated herein, he/she should contact Abington Arms Apartments accordingly.

For the purpose of establishing the time frame, the appeal must be postmarked within 14 days or received in person in the owner/agent's leasing office within 14 days.

Abington Arms Apartments will assign another person (someone who did not make the initial decision) to the appeal. The appeal reviewer shall communicate with the applicant via informal interview, which can

be conducted in person or over the phone or other method, to understand the reason for the appeal and apply any extenuating factors before reconsidering. The applicant is welcome to have a representative present with the applicant to assist in the appeal meeting.

Subsequent to this informal meeting, the appeal reviewer shall make a decision within five (5) days and notify the applicants, in writing, as to the outcome of the appeal.

Should the applicants be unreachable at the contact information on file, or should the applicants not arrive for any scheduled informal meeting, the appeal reviewer shall consider the applicant to be no longer interested and uphold the denial of the application.

Examples of reasons for appeal include, but are not limited to:

- The applicant(s) has a disability and requires a reasonable accommodation which, upon granting, may allow Abington Arms Apartments to continue processing the application
- The applicant is a victim of dating violence, domestic violence, sexual battery or stalking and is covered by VAWA provisions, which when applied, would allow Abington Arms Apartments to continue processing the application
- The applicant's household contains a sex offender who will be dropped from the application so that Abington Arms Apartments may continue processing the application
- The applicant believes the information utilized by Abington Arms Apartments in making a decision was erroneous, or that the decision to remove or reject the application was otherwise made in error
- There are other extenuating circumstances for Abington Arms Apartments to consider

The appeal reviewer may require additional information from the applicant(s) in order to determine the outcome of the appeal. Moreover, the appeal reviewer may utilize other information (in addition to that which was provided by the applicant) in making a decision in order to determine the ultimate outcome. The applicant is reminded that Screening Criteria specified in this Resident Selection Plan allows for Abington Arms Apartments to cease additional screening and reject the application should Abington Arms Apartments encounter one (1) reason for denial/rejection. Abington Arms Apartments was not required to screen for all criteria before making an initial determination. Therefore, even if the appeal is overturned, it does not mean that all other screening factors are considered void; rather, the screening will continue as it would have normally, and the application may then be rejected for subsequent screening outcomes. For example, if an application was initially rejected because the household was over-income, and the applicant appealed and was able to win an appeal due to income-qualifying, the application may still be subsequently rejected if it is found that the applicant would not have passed the credit, criminal, rental history or other screening.

If the applicant was rejected due to immigration status, special rules and procedures may apply per 24 CFR 5.514. Please see the owner/agent's ISCIS appeal process policy for more information.

If the applicant was removed from the waiting list and Abington Arms Apartments determines that the removal was in error, the applicant will be reinstated at their original place on the waiting list (coinciding with their original application date and time and any preferences).

## UNIT TRANSFERS

During occupancy, a household may be obligated to move to another apartment and, depending upon the circumstances of the transfer, may be obligated to pay the costs associated with the transfer.

Transfers will be available only in the following situations, and in this order of priority:

1. When a victim of domestic violence, dating violence, stalking or sexual assault, requires a transfer due to a VAWA-covered event, and when such event is properly verified and documented according to the VAWA procedures adopted by the owner/agent.
2. When a household requires a transfer as the result of a reasonable accommodation/reasonable modification, and when such transfer is properly verified and documented according to the reasonable accommodation/modification procedures adopted by Abington Arms Apartments **OR** when a household occupies an apartment home designed for a person with disabilities and that household does not require the features of that unit.

When a unit transfer is required due to a household residing in a unit designed for persons with disabilities for which the household does not require the features of such a unit, Abington Arms Apartments shall offer a transfer, in writing, to the household so that the household can move to an apartment which does not have said features. Sufficient time (no less than ten days and no more than thirty days) shall be given for the household to complete the transfer. Should the household refuse to transfer, Abington Arms Apartments may reduce or terminate any assistance payments in accordance with HUD regulation. Abington Arms Apartments may also exercise its rights to termination or non-renewal, where permitted by law.

3. When an apartment unit requires maintenance or repair and such maintenance or repair requires, or would be benefitted by, the household being transferred out of the unit which is presently occupied so that the maintenance or repair can be completed.
4. When a household occupies a unit with features designed for persons with disabilities (e.g. accessible unit), and the household does not require those features, the household will be required to transfer to another unit so that persons in need of accessibility features may utilize the unit with such features.
5. When a household is under-housed or over-housed according to the occupancy standards noted herein or as required by a regulatory agency (examples: HUD or IRS)

When a unit transfer is required due to a household being over-housed or under-housed, Abington Arms Apartments shall offer a transfer, in writing, to the household so that the household can move to an apartment of the appropriate size. Sufficient time (no less than ten days and no more than thirty days) shall be given for the household to complete the transfer. Should the household refuse to transfer, Abington Arms Apartments may reduce or terminate any assistance payments in accordance with HUD regulation.

When Abington Arms Apartments becomes aware of a change in family composition which

results in a household being over- or under-housed, Abington Arms Apartments will do the following:

- a. Determine the appropriate apartment size using the occupancy standards established for the apartment community.
- b. Determine whether a transfer is feasible
  - i. If there is an available apartment of the appropriate size in the property/project (same project/bin number), the transfer shall be required
  - ii. If the household is occupying an apartment that is larger than needed and there is no demand for the larger apartment, Abington Arms Apartments may delay the transfer of the household from the larger apartment until there is a demand for that size apartment
  - iii. If the household has given notice to vacate, or if Abington Arms Apartments is currently pursuing termination of subsidy or termination of tenancy, a transfer will not be required.

Unit transfers are considered to be permanent and the household should not expect to return to their prior apartment unit.

Abington Arms Apartments shall not be required to “transfer” the security deposit to the new apartment should the security deposit be needed to be applied to the existing unit per the terms of the Security Deposit Policy adopted by Abington Arms Apartments (e.g. the resident has damaged the current unit beyond normal wear and tear and the security deposit is applied to those damages.) **Prior to allowing any transfer, Abington Arms Apartments reserves the right to require a new security deposit if Abington Arms Apartments cannot determine the extent to which the existing security deposit will need to be applied to the existing apartment unit.** Such security deposit will be at the same amount as the previous security deposit (e.g. Abington Arms Apartments will not increase the security deposit obligation).

When Abington Arms Apartments has pending two transfers for the same apartment (example: two reasonable accommodations requesting the same accessible unit), the transfer which is verified and considered complete *first* shall get priority.

Unit transfers may be delayed or denied by Abington Arms Apartments if any of the following apply (subject to reasonable accommodation exemptions):

1. Abington Arms Apartments is currently pursuing lease termination, non-renewal, eviction, termination of subsidy/assistance, termination of tenancy, or any other matter which indicates it is unlikely that the household will be permitted to remain at the apartment community
2. The resident has not currently paid outstanding rent and/or other charges, and so termination of tenancy is likely (even if not already begun)
3. The resident has damaged their current unit such that it is reasonable for Abington Arms Apartments to expect that the resident will damage the new unit in a similar way (e.g. resident has received lease violations for damages and the resident has not taken action to remediate the damages)
4. When the resident is occupying a unit with program requirements (HUD, LIHTC, HOME, NSP, or other type of program) and a transfer would invalidate their eligibility to live at the property (e.g. a household with income over 140% of LIHTC income limit transferring to a different BIN), or when the transfer would violate the IRS’ “next available unit” rule.

## LIVE IN AIDES

Abington Arms Apartments may permit properly vetted live-in-aides to reside in the apartment unit with a household in which a household member has a disability and requires the assistance of a live-in-aide. Live-in-aides are required to be screened the same as a resident (e.g. criminal history, sex offender status, etc.), except the creditworthiness of the live-in-aide shall not be a factor used in the screening of a live-in-aide.

The live-in-aide shall have no possessory rights to the unit, and the existence of a live-in-aide may alter the occupancy requirements (see occupancy standards, herein.) Live-in-aides may not be present in the apartment community should the household member for which they serve as an aide be absent from the apartment community for more than 72 hours. Live-in-aides are not residents, and are not permitted to remain in the apartment unit should the resident leave for more than 72 hours for any reason. Live-in-aides who are adult children in certain HUD-subsidized communities are subject to additional considerations, per HUD regulations. Additional documentation may be required for household's requiring a live-in-aide for the purposes of verifying and screening the live-in aide.

## OTHER INFORMATION

**Remaining Household Members** The household must notify Abington Arms Apartments within ten (10) days if a household member leaves the apartment.

If a household member leaves the household for any reason, Abington Arms Apartments will attempt to determine if the household is eligible to remain in the household, or what other areas of tenancy will be affected. For various reasons, the removal of one member of the household may greatly affect the ability of the other household members to remain residents (e.g. due to the student rule) or may affect the rent charged (e.g. due to removal of senior or disabled credits), or may affect the apartment size (e.g. due to being over-housed.) Due to some regulatory requirements, the remaining family members will be ineligible to remain in the apartment home (e.g., remaining family members in a senior property when the senior resident moves out.) Abington Arms Apartments will communicate with the remaining family members on a case-by-case basis.

The household is required to report changes in household income, composition, eligibility, and other factors within a timely manner. See the apartment community's "Rules and Regulations" for more information on this topic, as well as the Lease Agreement.

**Adding Household Members** For a variety of reasons, a household may elect to add additional household members after occupancy. All applicants intending to join an existing resident household must meet the criteria in place at the time they apply to join the household. Certain exceptions for screening are made for live-in-aides who are not household members.

Applicants intending to join the household must be screened **prior** to residing in the apartment unit. Any applicant who moves into the apartment without prior permission from Abington Arms Apartments will be deemed to be non-compliant with the Rules and Regulations of the apartment community and ineligible to move-in.

Additional household members will not be permitted to join the household if Abington Arms Apartments is currently pursuing lease termination, non-renewal, eviction, termination of subsidy/assistance,

termination of tenancy, or any other matter which indicates it is unlikely that the household will be permitted to remain at the apartment community, including that the household has already given a notice of its intent to vacate the unit.

Special consideration is given when the additional household member to be added is a minor child, whether by pregnancy, adoption, foster care, custody, other arrangements. For example, if the new household member is a child under the age of six (6), the household will be given ninety (90) days to produce a social security number (including documentation) for the child. Nonetheless, if the household fails to report the change in family composition, or fails to provide the documentation necessary for Abington Arms Apartments to add the household member, Abington Arms Apartments may apply applicable rent changes, termination of subsidy, or termination of tenancy (whichever may apply).

**Violence Against Women Act** Abington Arms Apartments complies with provisions afforded to applicants and residents under the Violence Against Women Act (VAWA). Abington Arms Apartments has a VAWA policy, including a VAWA emergency transfer plan, and provides a notification of occupancy rights under VAWA when warranted. Further, this Resident Selection Plan has provisions for VAWA preferences for existing residents.

Abington Arms Apartments will not assume that any action or event is an action or event covered under VAWA. Is it the responsibility of the applicant or resident to exercise the protections provided in VAWA, and to do so, the applicant/resident must contact the apartment community manager and expressly indicate that he/she wants to exercise the protections afforded them under VAWA, in order to begin the necessary process to be covered under such protections.

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

**Noncoercion** *The owner/agent shall not coerce, intimidate, threaten, or interfere with, or retaliate against, any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any rights or protections under the Violence Against Women Act including:*

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

**Protection To Report Crimes From Home** *Owner/agents, residents, occupants, service providers, guests and applicants:*

1. *Shall have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance; and*
2. *Shall not be penalized based on their requests for assistance or based on criminal activity of which they are a victim or otherwise not at fault under statutes, ordinances, regulations, or policies adopted or enforced by covered governmental entities. Prohibited penalties include:*
  - a. *Actual or threatened assessment of monetary or criminal penalties, fines, or fees.*



- b. *Actual or threatened eviction.*
- c. *Actual or threatened refusal to rent or renew tenancy.*
- d. *Actual or threatened refusal to issue occupancy permit or landlord permit.*
- e. *Actual or threatened closure of the property, or designation of the property as a nuisance or a similarly negative designation.*

**Applicants are Encouraged to Keep Documentation** While Abington Arms Apartments welcomes conversations regarding the apartment community, status of an applicant’s application, and other pertinent information, applicants are encouraged to retain documentation on these and other topics. It is the policy of this apartment community that, in absence of bona fide documentation authenticated by the owner/agent, to err on the side of caution which protects the interests of the apartment community. Abington Arms Apartments shall not be required to honor information left as a voicemail, word-of-mouth, note, or other item that Abington Arms Apartments did not receive or cannot verify receipt.

**No Waiting List “Number”** Due to the establishment of preferences, the likelihood of prior applicants choosing to decline housing or having extenuating circumstances, and other factors beyond our control, we cannot guarantee a “place” on the waiting list. As such, it is the policy of this apartment community not to issue applicants a “number” on the waiting list (e.g., “you’re number 3 from the top”).

**Modification of this Plan** When Abington Arms Apartments determines it is necessary to make changes to this plan, Abington Arms Apartments shall do so and post a notice that the plan was changed in a conspicuous location at the apartment community. The plan in place at the time of proposed or initial occupancy shall supersede any previous editions.

**Security Deposits** – The Security Deposit is based on the amount of the Total Tenant Payment calculated at or before move-in. Minimum security deposits may apply for persons who have a TTP equal to zero. Abington Arms Apartments shall only accept security deposits in full, Abington Arms Apartments will not accept a payment plan towards security deposits. If an applicant who has been offered a unit cannot supply the Security Deposit, through their own resources or other resources available to them, the application will be rejected. If, at move in or subsequent times, the amount of the TTP at move-in should be adjusted, the security deposit shall also be adjusted, up or down, in connection with the TTP adjustment.

**Inspection** – Abington Arms Apartments will conduct annual inspections of the apartment unit (which have been temporarily halted due to the COVID pandemic), in addition to needing occasional entry for other purposes (e.g., maintenance, pest control, outside agency inspections etc.) In order to complete the move-in process, Abington Arms Apartments will require the applicant(s) conduct the move-in inspection at the day and time of their scheduled move-in, before keys are given to the applicants.

**Limited English Proficiency** Abington Arms Apartments shall, in compliance with various regulations, offer assistance to persons with Limited English Proficiency (LEP) subject to the owner/agent’s capabilities as long as doing so will not unduly burden the apartment community. Abington Arms Apartments reserves the right to determine the method by which Abington Arms Apartments offers assistance in this regard.

**Privacy Policy** It is the policy of Abington Arms Apartments not to sell nor release personal information, except as included herein. There are a number of occasions in which Abington Arms Apartments may release personal information to third parties, including, but not limited to:

- A subpoena, request, warrant, or other demand of a court or law enforcement agency
- When required by regulatory agencies such as the US Department of Housing & Urban Development, the Internal Revenue Service, or other agencies or their assignees, or contract agencies or employees working on their behalf.
- When such release of information is necessary to determine an applicant’s or resident’s eligibility for housing within the apartment community. For example, the owner agent may release personal information in order to conduct screening for residency or citizenship requirements, credit history, criminal background checks, sexual offender status, and for other screening functions.
- When such release of information is necessary to conduct an analysis of utility usage for the purpose of calculating a utility allowance
- When such release of information is necessary to conduct the basic business functions of the apartment community. For example, a resident listing may be provided to a security company for identification purposes, an answering service for reference purposes, or a collections company for collecting amounts due to the owner/agent.
- When an applicant, resident, or other household member requests that we release information to a third party by way of a reasonable accommodation, assistance for persons with Limited English Proficiency, or in other arrangements. Abington Arms Apartments does not guarantee that it will release information to third parties at the request of applicants or residents, but will consider each request separately on its own merits.

**Important Dates** Applicants should be aware of important dates listed in this document which may affect their eligibility or cause the rejection of their application. This is a summary (consult the relevant section for full details):

Three (3) Days	<ul style="list-style-type: none"> <li>• Applicant must respond to an offer with a proposed move-in date within 3 days of being offered a unit.</li> </ul>
Five (5) Days	<ul style="list-style-type: none"> <li>• Applicants must respond to an appointment within 5 days of being requested.</li> <li>• If contradicting criminal information is discovered, applicants will have 5 days to provide supporting documentation so that Abington Arms Apartments can make an eligibility determination.</li> </ul>
Ten (10) Days	<ul style="list-style-type: none"> <li>• Applicants must respond to any waiting list update letters within 10 days</li> <li>• Applicants must notify Abington Arms Apartments within 10 days of a change of household composition, student status, income, or any other factor which may affect eligibility.</li> <li>• Applicants must notify Abington Arms Apartments within 10 days of an event which requires special circumstances to determine the appropriate unit size (household composition, live-in aide, etc.)</li> </ul>

	<ul style="list-style-type: none"> <li>• Applicants must respond to an incomplete application request within 10 days.</li> </ul>
Fourteen (14) Days	<ul style="list-style-type: none"> <li>• Applicants must appeal a rejected or removed application within 14 days of the application being rejected or removed</li> </ul>
Thirty (30) Days	<ul style="list-style-type: none"> <li>• Applicants who have been offered an apartment home must move in within 30 days. In some cases, this window may be shorter (see the offer information for specific details)</li> <li>• Residents have 30 days to report changes to income, household composition, student status, or other factors that may affect their continued eligibility or rental amount</li> <li>• Resident households in which a household member has turned 18 have thirty (30) days for the household member to sign necessary consent forms and all other paperwork</li> <li>• Residents who are required to transfer must transfer within 30 days of an appropriate unit becoming available</li> </ul>