

**TENANT SELECTION PLAN**  
**BAPTIST MANOR**  
**Property Type – HUD Section 236 Elderly**  
**Property Number – 014037NI**

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**I. INTRODUCTION**

This Tenant Selection Plan outlines the procedures that will be followed in selecting tenants for Baptist Manor. The Executive Director is responsible for implementing and ensuring these procedures are followed according to regulatory requirements.

**A. Development Description**

Baptist Manor is a non-profit organization which opened in 1976 and is funded under the Section 236 program by the US Dept. of Housing and Urban Development (known as HUD). The program was designed to provide affordable housing to senior citizens at least sixty-two (62) years old. Baptist Manor has a budget-based contract rent set by the NYS Homes & Community Renewal (NYSHCR). The rents are approved by NYSHCR and HUD.

Residents pay either the Basic Section 236 rent or 30% of their adjusted monthly income, whichever is GREATER, up to the maximum "Market Rent" which is determined by NYSHCR and HUD.

***This property does accept Housing Choice Vouchers.***

**FINANCIAL AID**

Baptist Manor has received from HUD a Section 8 Project Based Rental Assistance Contract for ninety-six (96) of the one-hundred and twenty-six (126) apartments. This means that ninety-six (96) of the apartments are subsidized by the federal government and residents who reside in these apartments pay 30% of their adjusted income for rent. As residents move-out of these units, the subsidy is offered to the next in-house resident on the subsidy waitlist. Current residents living at Baptist Manor may apply for this assistance in the management office.

**B. Tenant Type**

This property is designated as housing exclusively for the elderly. Specifically, households whose head or spouse or sole member is at least 62 years old. The applicant income at initial occupancy must not exceed the 80% HUD income limits established for Erie and Niagara counties in New York State.

**C. Policies to Comply with Section 504, Fair Housing Act and Civil Rights Act**

**1. Section 504**

Section 504 of the Rehabilitation Act of 1973 (Section 504) prohibits discrimination based upon disability in all programs or activities operated by recipients of federal financial assistance. Although Section 504 often overlaps with the disability discrimination prohibitions of the Fair Housing Act, it differs in that it also imposes broader affirmative obligations on the Owner to make their programs as a whole, accessible to persons with disabilities. Section 504 obligations include the following:

- a. Making and paying for reasonable structural modifications to units and/or common areas that are needed by applicants and tenants with disabilities, unless these modifications would change the fundamental nature of the project or result in undue financial and administrative burdens;
- b. Operating housing that is not segregated based upon disability/type of disability, unless authorized by federal statute or executive order;
- c. Providing auxiliary aids and services necessary for effective communication with persons with disabilities;

- d. Performing a self-evaluation of Management's programs and policies to ensure that they do not discriminate based on disability; and
- e. Developing a transition plan to ensure that structural changes are properly implemented to meet program accessibility requirements;
- f. Section 504 also establishes accessibility requirements for newly constructed or rehabilitated housing, including providing a minimum percentage of accessible units.

The agency named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Dept. of Housing and Urban Development's regulations implementing Section 504 (24 CFR Part 8 dated June 2, 1988).

HUD Regional Office of Fair Housing and Equal Opportunity  
465 Main Street, 5<sup>th</sup> Floor  
Buffalo, NY 14203  
(716) 551-5755

The Fair Housing Act Amendments of 1988 and Title VI of the Civil Rights Act of 1964 declare it to be the policy of the United States that discrimination in housing on the ground of race, color or national origin shall not occur in connection with programs and activities receiving Federal financial assistance and authorizes and directs the appropriate Federal departments and agencies to take action to carry out this policy. Fair Housing Act obligations include the following:

- a. Management will not refuse, either directly or indirectly, to rent or negotiate for rental of a dwelling based on race, color, disability, religion, sex, sexual orientation, gender identity or marital status, familial status and national origin.
- b. Management will not (i) engage in activities that steer potential tenants away from or toward particular units by words or action, (ii) make housing units and related services unavailable to any potential tenants, (iii) purposely provide false information to applicants about the availability of units that limits the living options of prospective tenants, and (iv) deny or limit services based on race, color, religion, sex, disability, familial status and national origin.
- c. Management will market available units in a nondiscriminatory manner.
- d. It is unlawful to coerce, intimidate, threaten or interfere with any person's exercise or enjoyment of any Fair Housing right.

Fair Housing Act provides additional protections for persons with disabilities. It requires that Management make reasonable accommodations in rules, policies, practices, or services as may be necessary to afford handicapped persons equal opportunity to use and enjoy a dwelling.

## **II. PREFERENCES**

Preferences are not permitted if they in any way negate affirmative marketing efforts or fair housing obligations.

The following preferences apply at Baptist Manor. The preference for disaster displaced applicants supersedes the preference afforded to veterans.

1. A preference in admission is given to persons displaced by a presidentially declared disaster, such as Hurricane Irene or similar national disasters.
2. A preference in admission is given to all veterans, or their surviving spouses, who served on active duty in time of war, as defined in Section 85 of the Civil Service Law, and reside in New York State.
3. Unit Transfers for Reasonable Accommodations - The owner/agent will consider a unit transfer as a reasonable accommodation due to a disability and/or medical condition. In-house residents requesting unit transfers will take precedence over applicants on the waitlist.

Existing residents must complete a Unit Transfer request. This form must be completed and signed by the head of household and all adult household members who wish to transfer. The unit transfer request may be submitted in an equally effective manner, as a reasonable accommodation, if there is the presence of a disability.

If a household request a unit transfer to address a household member's disability, the owner/agent will pay for the move unless doing so would change the nature of the program or would cause undue financial and administrative burden.

The resident must provide written documentation from a licensed physician, psychologist, clinical social worker or other licensed health care professional stating that such an accommodation is necessary for the resident's verified disability.

Lateral transfers are not permitted for reasons that include factors of view, noise, second-hand smoke or apartment location or size when these factors are not related to a disability.

### **III. WAITING LIST PROCEDURES**

#### **A. Accepting Applications**

Management will accept applications for apartments from any and all interested persons whereby the head of household and/or co-head are at least sixty-two (62) years old. Applications are received at the management office located at 276 Linwood Avenue, Buffalo, NY between the hours of 10:00 a.m. and 4:00 p.m. Monday through Friday. If the office is closed applications can be dropped in the secure mailbox located to the right-side of the management office door.

Applications can also be submitted by mail to Baptist Manor, 276 Linwood Avenue, Buffalo, NY 14209 or by fax at (716) 270-1113. Applications can also be requested by email at our website [www.baptist-manor.org](http://www.baptist-manor.org).

The Waiting List will contain the following information for each applicant listed:

1. Assigned Application Number
2. Name, Address and Phone Number of the Applicant
3. Date and Time Application Received
4. Social Security Number
5. Household's Gross Income
6. Number of Persons in the Household
7. Apartment Size (in the case of Baptist Manor – all apartments are 1 bedroom)

The Waiting List will be maintained in accordance with the following guidelines:

- All applicants will be maintained by chronological date order.

An applicant may only be placed on our waiting list after submitting a substantially completed application. This means, all questions on all pages must be answered. These questions include age of applicant(s) and citizenship status. Consent forms must be signed and dated and a social security number must be provided. All pages that require a signature must be signed by the applicant(s). In the event an applicant is unable to sign because of illiteracy, they may be signed by another adult individual at the direction and in the presence of the applicant. At the time the applicant submits the application for a rental unit, an initial screening will be done to ensure that the application has been substantially completed.

The application will be entered into the Mitchell-Lama Automated Waiting List System as required by the NYSHCR. Baptist Manor will provide the applicant with a time and date stamped copy of the application and a printout of the automated waiting list application summary. The applicant will be advised to inform Baptist Manor in writing of changes in address, family composition, and income within 30 days of such occurrence. Applicants can monitor waiting list position and update their contact information using the AWL's public access function on the web at [www.nyshcr.org](http://www.nyshcr.org).

At the time the application is placed on the waiting list, management will send a letter informing the applicant(s) they have been added to the waiting list and provide them with the number assigned to their application. It will also give them an approximate time frame for waiting for an apartment.

#### **B. Changes in Household Information**

When placed on the Waiting List, applicants will be informed to notify Management when their address and/or phone number changes.

### **C. Contacting Persons on the Waiting List**

1. Applicants on the Waiting List will be contacted as follows:

When a unit becomes available management will select the next five (5) applicants at the top of the Wait List. Management will contact the selected applicants by regular mail and notify them they have ten (10) days to respond to the apartment opening.

An applicant who responds within the timeframe and accepts the offered unit, will be contacted to schedule an interview. This represents the beginning of the screening process. Those applicants who do not respond timely or who do not accept the offered unit will be processed in the manner indicated below:

- a. The applicant notice of availability will advise applicants that they have the right to refuse one apartment without prejudice to their standing on the waiting list and that failure to respond within 10 business days from the date of the notification letter will be counted as a refusal.
  - b. If Management receives a timely response but the applicant rejects the first offered unit, the applicant will remain at the top of the Waiting List. When a second unit becomes available, no less than 90 days from the first offer, Management will again attempt to contact the applicant and will explain that if the applicant does not respond within ten (10) days or fails to accept the second unit, the applicant's name will be removed from the applicable Waiting List.
2. If, after an interview has been scheduled, the applicant fails to attend or to contact Management to reschedule the interview, Management will follow up with the applicant(s) and try to reschedule the appointment. If management is unsuccessful in getting in touch with applicant, management will notify the applicant in writing that their application has been removed from the Waiting List and placed in the inactive file.
  3. If an applicant's file is placed inactive and he/she contacts us within one year from the date his/her application was placed inactive, we will reactivate his/her rental application as of the day he/she contacted us. The application will be updated, date stamped, marked reactivated and placed in the active file.

### **D. Updating the Waiting List**

1. If the Wait List has more than twelve (12) applicants the list will be updated once a year. A letter will be sent via regular mail to each applicant on the Waiting List (**Exhibit B**). The letter will include a Reply Card (**Exhibit C**) to be returned if the applicant is still interested in living at the property. The applicant will be given twenty-one (21) days from the date the letter was mailed in which to respond. If no response is received, the applicant will be removed from the Waiting List and a certified letter will be sent informing the applicant of this action. If the letter is returned with a forwarding address, it will be re-mailed to the address indicated and a new response time same as above will begin.
2. After the Waiting List is updated based on the Reply Cards returned, it will be the applicant's responsibility to notify the management office of any change in address or telephone number.

### **E. Opening and Closing the Waiting List**

The Wait List for Baptist Manor is short; therefore, Management has never closed it. Baptist Manor reserves the right to close the waiting list should the wait for an apartment exceed three (3) years. At the current time, the property is an "exempt" development and does not have to secure NYSHCR approval prior to apartment admission or transfer assignment. If the waiting list starts to exceed one year this exemption could be rescinded. Baptist Manor is required to submit quarterly tenant selection activity reports to NYSHCR.

## **IV. THE (INTERVIEW) SCREENING PROCESS**

### **A. Application Requirements**

The following information will be used to determine program eligibility for anyone who is seeking housing at the property.

1. The head of household must complete a written application certifying the accuracy of all information that is provided.
2. Currently, all adult applicants must sign HUD's 9887 and 9887A before being admitted to the housing program and at each Annual Recertification.

Note: The following rules about consent forms require HUD to release an updated 9887.

Starting the later of January 1, 2024 or when HUD releases an updated 9887, all applicants must sign HUD's consent forms at admission. After an applicant or resident has signed and submitted a consent form either on or after January 1, 2024, 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. Doing so 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 documents with any documentation required to determine eligibility. Failure to do so will result in denial of assistance under HUD's program rules.

When a minor living in the unit turns 18, he/she will have thirty (30) days to meet with the management staff and sign appropriate forms. Failure to do so will result in termination of assistance for the entire household.

3. Proof of age is required as documented by a birth certificate, or date-of-birth as listed on a legal document such as a driver's license.
4. A credit and criminal background and lifetime sex offender search will be obtained.
5. Verification of employment, income, bank accounts, and other assets, etc. is required as applicable for each applicant.
  - ASSET CAP (Section 8 only) - 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 family assets (as defined in § 5.603) exceed the current Asset Cap established by HUD - \$100,000.00 in 2024 (certain assets are excluded). This "cap" may be adjusted annually in accordance with a commonly recognized inflationary index, as determined by HUD.

The following assets will be excluded from the calculation when determining the net cash value of assets. The cash value of:

- ABLE Account;
- 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 (FSS) Accounts;
- Interest in Indian trust land;
- Irrevocable Trust;
- Necessary Personal Property;

- Non-necessary Personal Property as long as the net cash value of all Non-necessary Personal Property does not exceed HUD's Asset Threshold (\$50,000 in 2024 but subject to annual adjustment);
- Revocable Trusts when no one in the family (living in the unit) 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.

After Move-in/Initial Certification, eligibility, based on the Asset Cap, will not be reviewed unless the owner/agent has cause to correct the Move-in/Initial Certification or if the family's assistance is terminated.

6. Verification of previous housing, for 5 years, is required. This will include references from previous landlords. If applicable, it will also include verification for those who were homeowners or lived with family. Applicants will not be rejected solely for a lack of rental history.
7. Proof of citizenship status for all members of the household is required.
8. Verification of Social Security Numbers for all members of the household is required. See Exhibit E – SOCIAL SECURITY DISCLOSURE REQUIREMENTS.

#### **B. Home Visits**

Home visits will be conducted for all prospective applicants within a 15 mile radius of Baptist Manor. The criteria below outlines what management looks for during home visits:

- General homecare is clean and sanitary;
- Appliances are clean and free of grease build-up;
- Bathroom tub and sink are clean and free of dirt build-up;
- Home is free of insect infestation;
- Applicant's hoarding (excess personal belongings) that may result in a fire hazard.

#### **Completion of Application Process**

All applications will be processed within thirty (30) days after the date of the applicant's initial interview or within seven (7) days of receipt of all required documentation, whichever is later.

### **V. ELIGIBILITY REQUIREMENTS**

#### **A. Income**

The annual gross income of the applicant(s) must not exceed 80% of the median income for Erie and Niagara County, NY for the appropriate household size.

#### **B. Sole Residence**

The unit must be the applicant's sole residence in order for the applicant to be eligible for housing. The Housing Opportunities Through Modernization Act (HOTMA) provides that families cannot receive Section 8 assistance if they have a present ownership interest in, legal right to reside in, and the effective legal authority to sell real property that is suitable for occupancy as a residence and that is located in the jurisdiction in which the property is located. 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. Under this proposed rule, 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.

After Move-in/Initial Certification, eligibility, based on the Real Property Rule, will not be reviewed unless the owner/agent has cause to correct the Move-in/Initial Certification or if the family's assistance is terminated.

### **C. Citizenship Requirements**

Only applicants and tenants who are United States citizens and eligible non-citizens may benefit from federal assistance. Specifics regarding citizenship requirements and the documentation process are provided in **(Exhibit D)** attached to this Plan.

### **D. Certification of Social Security Numbers**

Effective January 31, 2010 all household members must provide social security numbers. An explanation of required documentation and provisions for accepting applicants without proper documentation is provided in **(Exhibit E)** attached to this Plan.

### **E. Eligibility of Students**

Student eligibility is determined at move-in/initial certification and at each annual recertification. Student eligibility may also be reviewed at interim certification if student status has changed since the last certification.

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;
- 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. Please see property staff if you need additional information about proving independence from parents.

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.

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

#### Prohibition of Assistance to Noncitizen 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.

#### 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) with a dependent child.

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.

## **VI. OCCUPANCY STANDARDS**

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

One Bedroom Apartments                      1 to 2 person households

## **VII. REJECTION CRITERIA**

The ability of the applicant to fulfill lease obligations will be considered. An applicant may be rejected for one or more of the following reasons:

### **A. Insufficient/Inaccurate Information on Application**



Refusing to cooperate fully in all aspects of the application process or supplying false information will be considered valid reasons for rejecting applicants.

**B. Landlord References**

Current or prior landlord reference checks reveal a pattern of nonpayment of rent, unsanitary living conditions, and/or disturbances in the community.

**C. Credit and Financial Standing**

1. Unsatisfactory history of meeting financial obligations (including, but not limited to timely payment of rent, outstanding judgments or a history of late payments of bills) will be considered. If an applicant is rejected based on the credit report, they will be provided with the reasons for rejection and given the name of the credit bureau that performed the credit check. Applicants will also be given 14 days to dispute any information on the credit report.
2. The inability to verify credit references may result in rejection of an applicant. Special circumstances will be considered in which credit has not been established (income, age, marital status, etc.) and lack of credit history will not cause an applicant to be rejected.
3. The applicant's financial inability to pay his/her monthly contribution toward the rent of the unit may be assessed. Ordinarily, the total of the applicant's monthly contribution plus other long-term obligations (payments extending more than twelve months) should be less than 48% of his/her monthly gross income. Income ratios may be considered in the context of the applicant's credit and employment history and potential for increases in income.

**D. Criminal Convictions/Current Drug Use**

Applicants who fall into the following categories **will** be rejected:

- a) Criminal convictions in connection with the manufacture or distribution of a controlled substance;
- b) Any household containing a member(s) who was evicted in the last three years from federally assisted housing for drug-related criminal activity. Exception: if the evicted household member has successfully completed an approved supervised drug rehabilitation or the circumstances leading to the eviction no longer exist;
- c) Any household member that is subject to a lifetime sex offender registration in any State;
- d) Any household member for whom there is reasonable cause to believe that the member's behavior, from abuse or pattern of abuse of alcohol, may interfere with the health, safety, and right to peaceful enjoyment by other residents. The screening standards must be based on behavior, not the condition of alcoholism or alcohol abuse.

Applicants who fall into the following categories **may** be rejected:

- a) Current addiction to or engagement in the illegal use of a controlled substance;
- b) Criminal conviction or convictions that involved physical violence to persons or property, or endangered the health and safety of other persons.

**E. Household Characteristics**

Household size or household characteristics were not appropriate for the specific type of apartment available at the time of application.

**F. Home Visit**

Living conditions found to be unsanitary, hoarding (over-crowded conditions) and/or infested with insects will be considered valid reasons for rejection. Housekeeping criteria are not intended to exclude households whose housekeeping is only superficially unclean or disorderly if such conditions do not appear to affect the health, safety or welfare of other residents.

**G. Exception to Rejection Criteria**

Extenuating circumstances will be considered in cases when applicants would normally be rejected. The applicant will have to show mitigating information that indicates that he/she will be an acceptable resident in the future, including, but not limited to, age at the time of conviction(s), good tenant history since the conviction(s), the nature and severity of the conviction(s), and rehabilitation efforts.

## **VIII. REJECTION PROCEDURES**

### **A. Written Notification**

Each rejected applicant will be promptly notified in writing by first class mail of the specific reason(s) for rejection (**Exhibit F**). This notice will advise the applicant that he/she may, within **14 days** of the receipt of the notice, respond in writing for an appeal. A copy of Baptist Manor's Policy on Grievance and Appeals will be included with the rejection notice.

### **B. Review of Rejected Applications**

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

The applicant will be given a final written decision from Management within five (5) days of the applicant's written response or meeting. If the decision is reversed, the applicant will be offered the next apartment that becomes available. If a final notice of rejection is issued, the applicant will have the right to appeal within fourteen (14) days of receipt of the final determination by contacting:

New York State Homes and Community Renewal (NYS HCR)  
38-40 State Street  
Albany, NY 12207  
Attn: Office of Legal Affairs, Hampton Plaza

## **IX. ENTERPRISE INCOME VERIFICATION**

The Dept. of Housing and Urban Development (HUD) requires owners/agents to use a verification database called the Enterprise Income Verification System (EIV).

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

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

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

## **X. LEASE REQUIREMENTS**

A security deposit of one month's tenant rent must be paid at the time of initial lease execution. This is placed in an interest bearing account and the interest is annually allocated to the tenant minus an administrative fee. If there are no charges against the security deposit, the security will be refunded within 30 days after move-out. If charges are levied against the security deposit, an itemized list of charges withheld will be mailed to the tenants forwarding address, or in event of death, to the family.

A separate refundable pet deposit of \$300 will be required for residents who own or keep a dog or cat with the exception of an assistive animal. The resident may pay a minimum of \$50 at the time the pet is brought onto the property, and \$10 per month thereafter, until the full pet deposit of \$300 is paid in full. These funds may be used only to pay reasonable expenses directly attributed to the presence of the pet on the property.

## **XI. UNIT INSPECTIONS**

Each apartment will be inspected on an annual basis by management and/or maintenance. A minimum of one (1) week written notice is given to the resident. Management will check all smoke detectors to ensure they are in

working condition and that there are no health or safety issues or concerns. This time is also used as an opportunity to discuss with the resident the proper working of all appliances and to verify that they are operating correctly.

## **XII. ANNUAL RECERTIFICATION REQUIREMENTS**

The annual recertification process begins 120 days prior to the resident's move-in or initial certification date. Residents are required to submit information to management by the 10<sup>th</sup> day of the eleventh month following their last annual recertification or move-in certification. Management will conduct a recertification interview explaining that the following will be addressed:

1. Reported Family Annual Income
2. Value of Assets
3. Allowable medical expenses related to deductions from annual income.

HUD regulations require that all income from social security or employment will be verified by the EIV computerized system as monitored by HUD.

At this time, resident will be provided with HUD fact sheet explaining how their rent has been calculated, and all consent forms which need their signature.

Tenant is notified 30 days in advance of a rent increase and original signatures will be obtained.

Tenants paying the Section 236 Market Rent are required to complete a certification questionnaire and an affidavit certifying their annual income.

## **XIII. RENT CALCULATION**

The Total Tenant Payment (TTP) will be calculated in compliance with HUD rules. This means that the family will pay the greater of:

4. 10% of Monthly Income;
5. 30% of Monthly Adjusted Income; or
6. Welfare rent (welfare recipients in as-paid localities only); or
7. The \$25 minimum rent (Section 8 only).

### **Hardship Exemptions**

In certain situations, the owner/agent will make a Hardship Exemption related to deductions and/or Minimum Rent (Section 8 only).

The owner/agent will grant a Financial Hardship Exemption (General Relief) if:

1. The resident requests a Financial Hardship Exemption;
2. The resident participates in a review meeting;
3. The resident provides required information and signatures within ten (10) business days;
4. There is an increase to TTP as described in a, b and c below:
  - a. The net Cash Value Of Assets for the entire family is \$50000 or less; and
  - b. The family's total Annual Income is at or below the current Extremely-low Income Limit, and;
  - c. The change results in a TTP that exceeds 20% of the family's Annual Income.
5. The resident has not provided Notice to Move;
6. The resident is a resident in good standing and the owner/agent has not indicated intent to terminate assistance and/or terminate tenancy (eviction);
7. The resident 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 Health & Medical Expense or Attendant Care & Auxiliary Apparatus Expense will be reduced by 5% of the family's Annual Income instead of reducing the Expense by 10% of the family's Annual Income.

In addition to Hardship Exemptions related to deductions, the owner/agent, may, at the owner/agent's discretion, waive grant a Hardship Exemption waiving a family's requirement to pay minimum rent.

The Financial Hardship Exemption (General Relief) ends at the earliest of:

1. Ninety (90) calendar days from the Effective Date of the Certification implementing the exemption;
2. 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;
3. Assistance is terminated;
4. 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 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.

For additional information related to Hardship Exemptions, please contact the property staff or access the policy from the applicant portal.

Owner/agents are required to ensure that residents pay the correct Tenant Rent based on HUD's requirements.

#### **XIV. 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. Changes that result in an income increase or removal of a member must be reported within 30 days. The addition of a new resident (except minors) must be approved before the new member moves in to 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 reduction 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.

Changes to earned income 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 income 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 earned income has not been completed since the last AR, the owner/agent will document the resident file, but will not recalculate the rent. However, if an IR reducing earned income has been completed since the last AR, the owner/agent will complete an IR adjusting rent.

If the residents comply with reporting requirements, rent changes will be implemented as follows:

1. Rent increases. If the rent increases, the owner will give the tenant 30 days advance notice of the increase. The effective date of the increase will be the first of the month after the end of the 30-day period.
2. Rent decreases. If the rent will decrease, the change in rent is effective on the first day of the month after the date of action (e.g., first of the month after the date of loss of employment.) A 30-day notice is not required for rent decreases.

If the residents do not comply with the reporting requirements, and the owner discovers the tenant has failed to report changes as required, the owner will implement rent changes as follows:

1. Rent increases. Owners must implement any resulting rent increase retroactive to the first of the month following the date that the action occurred.

2. Rent decreases. Any resulting rent decrease must be implemented effective the first rent period following completion of the recertification. The owner/agent will make rent decreases retroactive under certain circumstances.

### **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, 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. If the family did not qualify for assistance at MI/IC or no longer qualifies for HUD's PRAC housing assistance program, the owner/agent must terminate tenancy (evict).
3. 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.
4. The owner may terminate tenancy if the resident refuses to enter in to Repayment Agreement if such an option is offered.
5. 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.

## **XIV. HOUSE RULES AND CHARGES**

House rules which relate to safety, care and cleanliness of building, as well as addressing smoking and pet rules are included in the Move-In packet given to new residents. They identify allowable and prohibited activities in the housing units and common areas. These house rules and charges are also included as an attachment to the lease and when changed, residents receive written notice 30 days prior to implementing new house rules.

**XV. CHANGES IN THE TENANT SELECTION PLAN**

It is the responsibility of management to review its Tenant Selection Plan on an annual basis to ensure it is in compliance with the plan and HUD regulations. In the event changes are made to the Tenant Selection Plan, applicants will be notified in an annual letter that is sent out to update the waitlist and applicants will be informed of their right to request a copy of the Tenant Selection Plan.