

Resident Selection Criteria

“Barry Towers and Jefferson Square Apartments”

It is the policy of Royal American Management, Inc. (“Management”) to comply with the provisions of all federal, state, and local laws prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin. These include, but are not limited to, the Fair Housing Act of 1968, the Fair Housing Amendments Act of 1988, Title VI of the Civil Rights Act of 1964, the Violence Against Women and Justice Department Reauthorization Act of 2005, [If federal funds: Section 504 of the Rehabilitation Act of 1973], titles II and III of the ADA of 1990, and all related federal regulations. We comply with HUD’s Final Rule to make housing available without regard to sexual orientation or gender identity. [If federal funds: Management will take reasonable steps to ensure meaningful access to the Property and its programs for persons with Limited English Proficiency (LEP), including, to the extent required by law, oral interpretation, and written translation services.]

“Barry Towers and Jefferson Square Apartments” is a Low-Income Housing Tax Credit (LIHTC) funded Community which requires all residents to meet certain income eligibility criteria as indicated below in section 2. “Barry Towers and Jefferson Square Apartments” consist of 405 restricted units. A family’s combined income must not exceed the applicable income limit as indicated below in section II (6).

SECTION I – APPLICATION PROCEDURES

Application forms may be obtained, completed, and submitted at the on-site property management office. Applicants may also elect to obtain a blank application form at the property management office, complete the form, and return it to the office. In all cases, the application must be completed in full; Management cannot accept incomplete applications.

Application forms must be accompanied by an application fee (waived) per household member eighteen years of age and older. Married Couples may submit one application along with one application fee. The application fee will cover the cost for Management to obtain all necessary financial and criminal record reviews. Management contracts with RealPage Screening.

REQUIRED FEES AND DEPOSITS:

Security Deposit – is subject to credit review but not to exceed 1 ½ times rent, with exception to ELI (extremely low income). ELI applicants will not pay more than 1 months rent for Security Deposit. Fees are not allowed from ELI (extremely low income) applicants to reserve a unit.

Application fee – ELI (extremely low income) application fee is restricted to \$35.00 per adult household members. All other application fees will be \$85.00.

SECTION II – ELIGIBILITY CRITERIA

The reliance on state and federal housing vouchers will not be grounds to deny any application. Households meeting the eligibility requirements and Standard Resident Selection Criteria will not be denied based on having a housing voucher.

Applicants and their households must meet the following criteria to be considered eligible for residency at the Property:

1. **Provide Information:** All applicants must cooperate in completing the application and providing information necessary to determine their eligibility for housing at the Property under this Tenant Selection Plan. This includes, but is not limited to, information related to the identity, citizenship status, and program eligibility of the applicant and the other members of applicant’s household. Any misrepresentation in the application procedure or certification process for a dwelling unit at the Property will be grounds for rejection. **Birth certificates and/or valid photo identification** must be provided for all household members.
2. **Social Security Numbers:** If applicable, **All** applicants must disclose and provide documentation of social security numbers for all household members.
3. **U.S. Citizenship:** Applicants must declare U.S. Citizenship, or submit evidence of eligible immigration status for each family member in accordance with Section 214 of the Housing and Community Development Act of 1980, as amended. Households that have no members with citizenship or eligible immigration status do not qualify for assistance. Pro-rated assistance is available to families whose households include at least one member with citizenship

or eligible immigration status that has been verified through the INS.

4. **Target Population:** The Property is intended to provide quality, affordable housing to eligible Family and Senior Households. “Senior Household” includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- a. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person or any other single person; or
- b. A group of persons residing together, which group may include, but is not limited to: (i) a family with or without children (a child who is temporarily away from the home because of placement in foster care is a member of the family); (ii) an elderly family; (iii) a near-elderly family; (iv) a disabled family; (v) a displaced family; or (vi) the remaining member of a resident family.

5. **Property Preference:** “Barry Towers and Jefferson Square Apartments” does not have a preference.

6. **Income Limits, Set Asides and Rents:** Income limits are determined annually by Housing and Urban Development and are subject to change. Gross rents are based on the HUD income limits and are also subject to change. Depending on applicable income restrictions and available units at the Property, applicant’s household income may not exceed 60% of the current area median income (“AMI”), according to the following unit set-asides:

<u>Percentage of AMI</u>	<u>Number of Units</u>
60%	405
Total # of Units	405

An applicant will only be considered for an available unit if the household’s income is at or below the limit required to meet the above set-aside(s), based on Management’s verification of sources of income in the application.

The current AMI and specific income limits for the Property will be posted in the on-site management office or you can visit: <https://www.TNoridahousing.org/owners-and-managers/compliance/income-limits>

Once on the website please select the appropriate year and search Shelby County.

***Households which receive Section 8 rental assistance will have their portion of rent determined by the applicable Section 8 office.**

Minimum Income Requirements: Minimum income guidelines are as follows: the combined gross annual household income of all the applicants for each apartment must equal or exceed two times the annual resident rent payment under lease. ELI (extremely low income) Income households defined as household whose income does not exceed 30% of AMI are not required to have a monthly income that exceeds 2x the monthly rent.

Occupancy Standards: Applicants must meet the following established occupancy standards. As a general policy, there should be a minimum of one person per bedroom and no more than two persons per bedroom, as illustrated in the following table:

<u>Bedroom Size</u>	<u>Persons Per Household</u>	
	<u>Minimum</u>	<u>Maximum</u>
0/1	1	2
2	2	4
3	3	6

Notwithstanding this general policy, Management shall take into consideration mitigating circumstances in cases where: (1) applicants or residents have a verifiable need for a larger unit; or (2) where there is verifiable good cause to allow a household to occupy a unit beyond the maximum persons-per-household limit specified above.

NOTE: Upon request by Management, any household placed in a unit size different than that defined in these Occupancy Standards shall agree to transfer to an appropriate size unit when one becomes available (in accordance with the unit transfer policy set forth in Section IV).

7. ***Student Eligibility Requirements:*** For each application received, the household must include at least one occupant who is not a student, unless the household falls within one of the following categories:

- a. The students are married and eligible to file a joint tax return.
- b. The household contains at least one student who is a single parent with child(ren) and this parent is not a dependent of someone else, and the child(ren) are not a dependent of someone else other than a parent.
- c. The household contains at least one student who is receiving Temporary Assistance for Needy Families (TANF).
- d. The household contains at least one student who participates in a program receiving assistance under the Job Training Partnership Act, Workforce Investment Act, or under similar federal, state or local program.
- e. The household consists of at least one student who was previously under foster care.

For the purposes of this policy, a “student” is an individual who during each of five calendar months (which need not be consecutive) during the current calendar year is or will be a full-time student at an educational organization. Management will determine whether a student is “full-time” or “part-time” based on the criteria used by the educational institution that the student is attending.

8. ***Rental History:*** Applicants must demonstrate a willingness and ability to conform to rules and regulations and respect the rights of others; abide by the lease and house rules; and pay rent and utilities on time. Management will use an independent consumer reporting agency to search for public records related to the rental history of any applicant 18 years of age or older. Applications will be rejected if one or more of the following negative factors are discovered during the rental history check:

- a. Non-compliance with Rental Agreement: Includes evidence of any failure to comply with the terms of rental agreements at prior residences, such as failure to provide truthful information regarding eligibility for housing or benefits, providing shelter to unauthorized persons, keeping unauthorized pets, or other acts in violation of rules and regulations.
- b. Owing Prior Landlords: Applicants who owe a balance to present or prior landlords will not be considered for admission until the account is paid in full and reasonable assurance is obtained that the causes for nonpayment of rent or damages have changed sufficiently to enable the household to pay rent and other charges when due.
- c. Owing Utility Providers: Applicants who owe a balance to a utility provider for present or prior residences will not be considered for admission until the account is paid in full and reasonable assurance is obtained that the contributing causes for failure to pay the utility bill have changed sufficiently to enable the household to pay and maintain utilities in the name of the head of household.

NOTE: The above eligibility criteria regarding credit history will be waived for applicants participating in any program(s) or receiving assistance which provides the Property with the ability to recover any economic losses related to the tenancy.

9. ***Credit History:*** Applicant must demonstrate a satisfactory history in meeting financial obligations on a timely basis; including rent, utility payments, loans and credit. Management will use an independent consumer reporting agency to search for public records related to the credit history of any applicant 18 years of age or older. An application will be rejected if the credit report demonstrates a consistent, severe or recent history of deficiencies in overall credit or rent payment which indicate the household will be unable or would otherwise fail to pay when due rent for the unit and other expenses relating to occupancy of the unit. Factors considered include:

- a. Judgments (excluding medical and student loans);
- b. Bankruptcy within the past 12-month period;
- c. Charge off accounts;
- d. Repossessions;
- e. Evictions within the previous 5 years. A household is permitted 1 eviction during the previous 5 yr. period as long as it was not related to physical harm to staff or residents.
- f. Unpaid landlords; and
- g. Credit ratings.

For ELI applicants ONLY!

- a. "Barry Towers and Jefferson Square Apartments" will accept applicants with one (1) eviction for non-payment. Mitigating factors on rental history will also be considered.
- b. Forgiveness of prior landlord debt, if you can demonstrate you have made a commitment to repay the former landlord.
- c. A referral letter from an emergency shelter, hospital, or congregate home, or a family member or friend, will be accepted if a rental history is not available.
- d. Charges offs related to medical expenses, cable and internet services will not be taken into consideration when reviewing credit history.

NOTE: The above eligibility criteria regarding credit history will be waived for applicants participating in any program(s) or receiving assistance which provides the Property with the ability to recover any economic losses related to the tenancy.

10. **References:** In cases where there is an absence of Rental **and** Credit History, applicants must provide at least one reference from a current or prior housing provider and at least two professional references from persons other than family members. These references must show acceptable history and/or traits in accordance with this Tenant Selection Plan. Management reserves the right to visit a prior housing provider to verify the information in the housing provider reference.

NOTE: To the extent that a housing provider reference is negative due to unpaid rent or other money owed, this aspect of the reference will not be grounds for ineligibility for applicants currently participating in any program(s) or receiving assistance which provides the Property with the ability to recover any economic losses relating to tenancy.

11. **Unsanitary or Hazardous Housekeeping:** The application will be rejected if Management receives specific, verifiable information that the applicant engaged in unsanitary or hazardous housekeeping practices at prior residences. This includes creating any health or safety hazard through acts of neglect and causing or permitting any damage to or misuse of premises and equipment (to the extent that applicant's household was responsible for such hazard, damage or misuse), including but not limited to, causing or permitting infestation, foul odors or other problems injurious to other people's health, welfare or enjoyment of the premises; depositing garbage improperly; failing to use in a reasonable and proper manner all utilities, facilities, services, appliances, and equipment within the dwelling unit or failing to maintain them in a clean condition; or any other conduct or neglect which could result in health or safety problems or in damage to the unit.

NOTE: When the evidence of such unsanitary or hazardous practices is in the form of a criminal record, the standards for criminal record checks in Section II (11) apply. An arrest for alleged criminal conduct will not be the basis for rejection under this criterion.

12. **Disturbance of Neighbors, Destruction of Property or Other Disruptive, Violent or Dangerous Behavior:** The application will be rejected if Management receives specific, verifiable information that the applicant is currently engaging in behavior or conduct which would adversely affect the safety or welfare of other persons by physical violence, gross negligence or irresponsibility, which would damage the equipment or premises in which the household resides, or which would be disturbing or dangerous to neighbors or disrupt the quiet and peaceful enjoyment of their home and community life.

NOTE: When the evidence of such behavior or conduct is in the form of a criminal record, the standards for criminal record checks in Section IV (11) apply. An arrest for alleged criminal conduct will not be the basis for rejection under this criterion.

13. **Criminal Activity:** Prior to acceptance of any application for residency, Management will use an independent consumer reporting agency to search for public records of criminal convictions regarding any applicant 18 years of age or older. If any conviction records are found by the independent consumer agency used, those records will be compared to the following established acceptance policy to determine whether or not the applicant is eligible:

- **Any application will be rejected based on convictions for the following:**

- a. **Felony involving the sale or manufacture of a controlled substance**, if the conviction occurred

within 7 years of application

- b. **Violent or potentially violent felony offense**, if the conviction occurred within 10 years of application
- c. **Violent misdemeanor offense**, if conviction occurred within 5 years of application
- d. **Nonviolent felony offense**, including the use or possession of a controlled substance, if the conviction occurred within 5 years of application
- e. **Violent Property felony or misdemeanor offense** that indicates a potential risk to the safety and security of residents, staff, or property, if conviction occurred within 7 years of application
- f. **Nonviolent Property felony or misdemeanor offense** that indicates a potential risk to the safety and security of residents, staff, or property, if conviction occurred within 5 years of application
- g. Any household containing a member(s) who was evicted in the last three years for drug-related criminal activity
- h. A household in which any member is currently engaged in illegal use of drugs or for which the owner has reasonable cause to believe that a member's illegal use or pattern of illegal use of a drug may interfere with the health, safety, and right to peaceful enjoyment of the property of other residents
- i. Any household member who is subject to a State sex offender lifetime registration requirement
- j. Any household member if there is reasonable cause to believe that member's behavior, from abuse or pattern of abuse of alcohol, may interfere with the health, safety, and right to peaceful enjoyment of other residents. The screening standards are based on behavior, not the condition of alcoholism or alcohol abuse

No application will be rejected solely on the basis of arrest records.

In a situation where an application **may** be rejected on a criminal conviction, Management will conduct an individual assessment of the criminal record and its impact on the household's suitability for admission. The individualized assessment will include consideration of the following factors:

1. The seriousness of the criminal offense;
2. The relationship between the criminal offense and the safety and security of residents, staff, or property;
3. The length of time since the offense, with particular weight being given to significant periods of good behavior;
4. The age of the household member at the time of the offense;
5. The number and nature of any other criminal convictions;
6. Evidence of rehabilitation, such as employment, participation in a job training program, education, participation in a drug or alcohol treatment program, or recommendations from a parole or probation officer, employer, teacher, social worker, or community leader;
7. Tenancy support or other risk mitigation services the applicant will receive during tenancy.

For the purposes of this policy, the following definitions apply:

- i. **Violent felony offense** means any state or federal felony offense, or an attempt or participation in a conspiracy to commit such offense, that includes an element of injury or threat of injury (whether physical or psychological) to another person. This includes **but is not limited to**: murder; manslaughter; death by vehicle while driving impaired; rape; sexual assault or exploitation of any kind; robbery of any kind; kidnapping/abduction; assault of any kind; battery; maiming; domestic abuse or exploitation; stalking; abuse or neglect of children, the disabled or the elderly; arson; terrorism-related offenses; or any other offense that requires registration on a state or federal sex offender registry.
- ii. **Felony regarding the sale or manufacture of a controlled substance** means any state or federal felony offense involving the illegal manufacture, sale or other distribution, or the possession with intent to sell or otherwise distribute, of any controlled substance defined in section 102 of the Controlled Substances Act (21 U.S.C. § 802). The simple possession of illegal drugs (without intent to distribute) or drug-related paraphernalia is specifically excluded from this definition.
- iii. **Nonviolent felony offense** means any state or federal felony offense other than a violent felony offense or a felony regarding the sale or manufacture of a controlled substance.
- iv. **Violent misdemeanor offense** means any state or federal misdemeanor offense, or an attempt or participation in a conspiracy to commit such offense, that includes an element of injury or threat of injury (whether physical

or psychological) to another person. This includes **but is not limited to**: assault; battery; sexual battery; taking indecent liberties; stalking; false imprisonment; violation of a valid protective order; or any other misdemeanor offense that requires registration on any state or federal sex offender registry.

v. **“Nonviolent misdemeanor offense”** means any state or federal misdemeanor offense other than a violent misdemeanor offense.

The criminal record check will not consider any of the following: (1) pending criminal charges; (2) an arrest or charge that was resolved without conviction; or (3) expunged or sealed convictions. If an applicant’s criminal conviction was related to his or her disability, Management will consider a reasonable accommodation to the criminal record check policy. Management reserves the right to periodically monitor public records for convictions that occur after initial occupancy.

SECTION III – NOTICE AND APPEAL PROCEDURES

Management will notify the applicant in writing as to whether the application has been accepted or rejected. Notices will typically be sent within 1-2 weeks of application. The notice will be sent to the applicant’s address, as indicated on the application, via mail. Notices will be given in accordance with the following policy:

1. **Acceptance:** The notice of acceptance will direct the applicant to contact Management to schedule a move-in date for the unit. If the applicant fails to move into the unit by the agreed-upon date, or to make alternate acceptable arrangements with Management, the acceptance will be rescinded by written notice to the applicant and the unit will be offered to the next qualified applicant.

2. **Rejection:** The written notice of rejection will contain the specific reason(s) for rejection, which will be based solely on the written criteria contained in this Tenant Selection Plan. Management will provide a written notification to applicant within five days of being rejected which includes the contact information for any third parties that provided the information on which the rejection was based and information on the appeals process. The Rejection letter will also include the TNorida Department of Housing and Community Affairs form based on HUD form 5380 “Notice of Occupancy Rights under the Violence Against Women Act” and the HUD 5382 “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation”. The applicant’s rights upon receipt of a notice of rejection are as follows:

a. If the rejection is due to an unacceptable rental history:

- i. The subject of the adverse information (and the applicant, if different) will be advised as to the specific information relied upon by Management in rejecting the application.
- ii. The notice of rejection will advise the applicant that he/she may, within ten (10) business days of the date of the notice, respond in writing or request to meet with Management to discuss the notice. The meeting will be conducted by a member or members of the Management staff who did not participate in the initial decision to reject the applicant. Persons with disabilities have the right to request reasonable accommodations to participate in the meeting. If the applicant responds and after a meeting is held, the applicant will be advised, in writing, within five (5) business days of the date of the meeting whether or not the decision was reversed.

b. If the rejection is due to an unacceptable credit history:

- i. The subject of the adverse information (and the applicant, if different) will be advised what factors were considered and will be given the name, address and telephone number of the consumer reporting agency that provided the credit record check to Management. An applicant who is rejected based on his/her credit record check may obtain a copy of the consumer report(s) on which the credit record check was based, and may initiate an investigation to have erroneous information contained in such reports corrected. The consumer reporting agency will advise the applicant of the action that he/she may take in order to do so.
- ii. The notice of rejection will advise the applicant that he/she may (within ten (10) business days of the date of the notice) respond in writing or request to meet with Management to discuss the notice. The meeting will be conducted by a member or members of the Management staff who did not participate in the initial decision to reject the applicant. Persons with disabilities have the right to request reasonable accommodations to participate in the meeting. If the applicant responds and after a meeting is held, the applicant will be advised, in writing, within five (5) business days of the date of the meeting whether or not the decision was reversed.

c. If the rejection is due to an unacceptable criminal background:

- i. The subject of the criminal record (and the applicant, if different) will be provided notice of the proposed

adverse action and an opportunity to dispute the accuracy of the record. The notice will include the name, address and telephone number of the consumer reporting agency that provided the criminal background report to Management and will inform the applicant of his or her right to dispute the accuracy of the criminal background report. An applicant who is rejected based on such a criminal background report may obtain a copy of the report free of charge and may initiate an investigation to have erroneous information contained in the report corrected.

- ii. The applicant will have ten (10) business days from the date of the notice of proposed adverse action to dispute the accuracy of the criminal background report and/or submit evidence of any mitigating circumstances that may affect Management's individualized assessment of the applicant's criminal record. If the applicant does not contact Management within the specified time period, Management will send a written notice of rejection to the applicant stating the specific reason for denial. However, if the applicant did not contact Management within the specified time period due to a disability, Management will consider a reasonable accommodation request to extend the dispute period.
- iii. If the applicant disputes the accuracy of the criminal background and/or provides additional evidence of mitigating circumstances within the specified dispute period, Management will reconsider the applicant's criminal background in light of the new information and, within a reasonable time, will provide applicant with written notice of its final determination regarding rejection or acceptance.
- d. If the application was rejected for any other reason(s), the applicant will have ten (10) business days from the date of the notice of rejection to appeal Management's decision. The applicant may appeal either in writing or by scheduling an in-person meeting with Management. During the appeal process, the applicant may provide additional information to clarify, update, or refute the specific information that resulted in a rejection. If the rejection was based on information provided by a third party, contract information for the third party will be provided so that the applicant can investigate and challenge the adverse information. Management will consider the appeal and respond, in writing, within a reasonable time after the applicant's letter of appeal is received and/or the meeting is held. A specific unit will not be held open for the applicant during the appeal process. If the appeal results in the acceptance of the application, the applicant will be offered an appropriate unit or, if no appropriate units are available, will maintain his/her priority on the Property's waiting list.
- e. In all cases, Management will consider requests for reasonable accommodations or modifications which, if granted, would allow acceptance of an application, in accordance with the policy set forth in Section VI.

SECTION IV – TRANSFERS

In-place residents shall have priority over the outside applicants when any of the following conditions exist:

- The household develops a need for an accessible unit (if available).
- A unit transfer is needed for medical reasons.
- The household has been determined as eligible for an emergency transfer in accordance with Guardian Management's VAWA Emergency Transfer Plan
- An accessible unit is occupied by a household that does not require the accessible features and there is an applicant or current household requiring the accessibility.

A current household may request a unit wherein only part of the household will move to the new unit and remaining members will continue to reside in the original unit. This is not considered a transfer but rather a new household is being created. In this case the new household will be placed on the waiting list according to the date and time received. The new household must meet all eligibility criteria in the same manner as outside applicants. These households will not have priority over outside applicants and will be selected from the waiting list based upon date and time application was received.

Additions to Existing Household - Household compositions will change over time. The request for the additional resident will need to be reported to the office and approval will need to be obtained by management before the new household members take occupancy. Household changes may not occur within the first 6 months of residency.

If the existing household moves out within one year of the new household members being added, the entire household must vacate. Exceptions to this will be determined on a case-by-case basis, when extenuating circumstances exist.

Unit Transfers Due to Reasonable Accommodations: If a resident is transferred as a reasonable accommodation due to a household member's disability, there is no additional transfer charge to the resident.

Unit Designation Swaps: Upon recertification, if household's income has increased above 140% of the current AMI (area median income) of the occupied unit type assignment, the Property Manager must take the necessary steps to rent the next available unit to a qualifying household that meets the lower set-aside requirements. Once a new unit is leased to a lower income household, the over-income household's designation will be swapped to meet the appropriate set-aside and the rent will be increased in accordance with the lease terms.

If at recertification, a household's income decreases below the current AMI limits applicable to the property, that household can request to be placed on our in-house waiting list for a lower set-aside once one is available. Upon availability, the household's designation will be swapped to the lower designation (applicable to the property) and the rent will be adjusted accordingly. Households on our in-house waiting list requiring a lower unit designation will take precedence over in-house transfers and move-ins.

SECTION V – REASONABLE ACCOMMODATION/MODIFICATION POLICY

The Development will comply with state and federal fair housing and antidiscrimination laws: including but not limited to, consideration of a reasonable accommodation requested to complete the application process.

Screening criteria will be applied in a manner consistent with all applicable laws including the Federal Fair Housing Acts, the Federal Fair Credit Reporting Act, program guidelines, and the Department's rules

Specific animal breed, number, weight restrictions, pet rules, and pet deposits will not apply to households having a qualified service/assistance animal(s).

If the applicant requests an additional interview to determine if mitigating circumstances or reasonable accommodations would make it possible to accept his/her application, Management will do so based on Fair Housing and Section 504 of the Rehabilitation Act of 1973.

Management shall make reasonable accommodations in policies or reasonable modifications of common areas or unit premises for all applicants with disabilities who require such changes to have equal access to any aspect of the application process or to the Property and its programs and services. If the request for a reasonable accommodation or modification is made verbally, Management will follow up with the applicant to confirm the request. Upon Management's request, the applicant must provide verification of disability status from a physician or other qualified third party and specify the applicant's disability-related need for an accommodation or modification, before the request is considered. Management will make a determination based on the written request and supporting documentation, if applicable, as to whether the applicant's request meets the standards for a reasonable accommodation or modification under the Fair Housing Amendments Act of 1988 [if federal funds: and/or Section 504 of the Rehabilitation Act of 1973]. **All approvals or denials of requests shall be submitted to the applicant in writing within ten days of time following the request.**

If acceptance of an application is contingent upon Management granting the requested accommodation or modification, then the unit will be held open until Management has made its determination and communicated its approval or denial of the request in writing. If the request is denied, the applicant will have three (3) business days to respond to the denial, in writing, before the unit is given to another applicant.

SECTION VI – COMPLIANCE WITH VIOLENCE AGAINST WOMEN ACT (VAWA)

The Violence Against Women and Justice Department Reauthorization Act of 2005 and Violence Against Women Reauthorization Act of 2013 (collectively, "VAWA") protect residents who are survivors of domestic violence, dating violence, or stalking from being denied admission, evicted or terminated from housing assistance based on acts of such violence against them. In accordance with VAWA, Management will not penalize survivors of domestic violence, stalking, dating violence, or rape.

"Barry Towers and Jefferson Square Apartments" will support or assist victims of domestic violence, dating violence, sexual assault or stalking and protect victims, as well as members of their family, from being denied housing or from losing their HUD assisted housing as a consequence of domestic violence, dating violence, sexual assault or stalking.

An applicant for housing assistance or a tenant receiving assistance cannot be denied admission or terminated from assistance on the basis or as a direct result of the applicant having been a victim of domestic violence, dating violence,

sexual assault and stalking, if the applicant or tenant otherwise qualifies for admission or assistance.

“Barry Towers and Jefferson Square Apartments” will provide notice to HUD tenants of their rights and obligations under VAWA. Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking:

1. “Barry Towers and Jefferson Square Apartments” will provide tenants the option to complete the “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation”. The certification form will be made available to all eligible families at the time of admission or, in the event of a termination or start of an eviction for cause proceeding, the certification may be enclosed with the appropriate notice, directing the family to complete, sign and return the form within fourteen (14) business days. “Barry Towers and Jefferson Square Apartments” may extend this time period at its discretion.
2. Alternately, in lieu of the certification form or in addition to it, owners may accept:
 - i. A federal, state, tribal, territorial, or local police record or court record, or
 - ii. Documentation signed by an employee, agent, volunteer of a victim service provider, an attorney, or medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault or stalking or, the effects of the abuse in which the professional attests under penalty of perjury under 28 U.S.C 1746 to the professional’s belief that the incident or incidents are bona fide incidents of abuse, and the victim of domestic violence, dating violence, sexual assault, or stalking has signed or attested to the documentation.

“Barry Towers and Jefferson Square Apartments” is not required to demand that an individual produce official documentation or physical proof of an individual’s status as a victim of domestic violence, dating violence, sexual assault or stalking in order to receive the protections of the VAWA. “Barry Towers and Jefferson Square Apartments” at its discretion, may provide assistance to an individual based solely upon the individual’s statement or other corroborating evidence. “Barry Towers and Jefferson Square Apartments” will carefully evaluate abuse claims as to avoid conducting an eviction based on false or unsubstantiated accusations.

Confidentiality of Information: The identity of the victim and all information provided to owners relating to the incident(s) of domestic violence, dating violence, sexual assault or stalking must be retained in confidence by the owner and must not be entered into any shared database or provided to a related entity, except to the extent that the disclosure is:

1. Requested or consented to by the individual in writing;
2. Required for use in an eviction proceeding; or
3. Otherwise required by applicable law. The HUD-approved certification form provides notice to the tenant of the confidentiality of the form and the limits thereof.

Retention of information: “Barry Towers and Jefferson Square Apartments” will retain all documentation relating to an individual’s domestic violence, dating violence, sexual assault or stalking in a separate file that is kept in a separate secure location from other tenant files.

VAWA Lease Addendum: “Barry Towers and Jefferson Square Apartments” will have all tenants sign the VAWA lease addendum, form HUD-91067

SECTION VII – OTHER POLICIES AND PROCEDURES

Pets: Pets are not permitted on the property permanently or temporarily. Violation of this policy will result in a lease violation and/or termination of lease. Assistance animal necessary due to a resident's disability are not considered pets and a separate process with separate rules will be followed in situations involving assistive animals.

NOTE: Management will consider requests for reasonable accommodations to the above policy for assistance animals. Assistance animals are not considered "pets" for purposes of residency at the Property.

I have been given the opportunity to ask any questions that pertain to the Tenant Selection Plan. By signing below, I certify that I have read and received a copy of this plan.

Signature of Applicant

Date

Signature of Co-Applicant

Date