

HECHTMAN II APARTMENTS

TENANT SELECTION PLAN

West Bloomfield, Michigan

Market Rate Program



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1. PROJECT DESCRIPTION & MISSION

JFA Non-Profit Housing Corporation is a Michigan not-for-profit organization. It owns and operates **Hechtman II Apartments**, an apartment housing facility consisting of a 98 -unit apartment complex in West Bloomfield, Michigan. **Jewish Apartments and Services** acts as the managing agent for this property. The purpose of this equal opportunity housing facility is to provide housing for elderly and disabled individuals and families.

2. GENERAL INFORMATION

- 1. FAIR HOUSING:** Residency at **Hechtman II Apartments** is open to all qualified eligible elderly and disabled individuals and families in accordance with the **Fair Housing Act** and **HUD** which prohibits discrimination in housing and housing related transactions based on race, color, religion, sex, national origin, disability and familial status. Residency is also in accordance with **Title VI of the Civil Rights Act of 1964** that prohibits discrimination on the basis of race, color, or national origin in any program or activity receiving federal financial assistance from **HUD**. Furthermore, residency is open to all qualified eligible persons covered under HUD's Equal Access ruling, without regarding to a person's sexual orientation, gender identity, and marital status, and in accordance with any State recognized protected classes. Finally, **Section 504 of the Rehabilitation Act of 1973** prohibits discrimination on the basis of disability in any program or activity receiving federal financial assistance from **HUD**. All interested persons, applicants, tenants and the general public will be given information on LEP (Limited English Proficiency) and asked if they need any translation assistance.
- 2. REASONABLE ACCOMMODATION:** In keeping with **Section 504 of the Rehabilitation Act of 1973**, **Hechtman II Apartments** will make "reasonable accommodations" including **reasonable modifications** for individuals whose disabilities so require, in accordance with **HUD** regulations and management policies. This includes the application process and residency period. For more information on reasonable accommodations please refer to management's **Section 504 Compliance Policy**, Appendix I) or the site's Section 504 Coordinator.
- 3. ACCESSIBLE UNITS:** Because some of the units at **Hechtman II Apartments** have been architecturally designed for accessibility (to various degrees), someone in the family must qualify as "needing" **the architecturally designed features to apply** for or receive a priority to live in these units. These units may have wider doorways, higher commode, extra grab bar(s) and may or may not have cabinets under sinks and kitchen work areas. An applicant requesting an accessible unit will be requested to verify his or her need with a medical practitioner or similar worker and will be in accordance with **HUD Handbook 4350.3**.
- 4. APPLICANT/TENANT RESPONSIBILITIES:** A person, in order to be a tenant at **Hechtman II Apartments**, must be capable of fulfilling all lease requirements. This means that all applicants must be able to fulfill all lease obligations with or without assistance.

5. **ELIGIBILITY:** All potentially eligible, qualified applicants will be considered in accordance with the managements procedures..
6. **Hechtman II Apartments** reserves the right to alter **Hechtman II Apartments** Tenant Selection Plan at any time. In such an event, management will provide applicants and residents with appropriate notice.

3. SMOKE-FREE FACILITY

SMOKE-FREE: Hechtman II Apartments is a smoke-free environment. The purpose of this rule is to protect the health and safety of our residents and property. It is a violation of the House Rules for any resident, guest, visitor, contractor and/or staff persons to smoke, carry, inhale or exhale lighted cigarettes, E-cigarettes, pipes, cigars, marijuana, or any other tobacco product anywhere inside the building or on balconies. The public designated areas are located outside the building at a distance of 75 feet from the facility. The area designated is at the front and rear of the building and there are signs posted. Violations of the smoke-free policy can result in eviction as a violation of the House Rules (which Rules are incorporated by reference in the Lease). A violation of the Lease agreement allows for immediate termination of the Lease by the Landlord.

4. ADMISSIONS

APPLICATION PROCESS: Applicants will be considered on a first-received, first-reviewed basis, based upon the date that the completed and signed application is received and date and time stamped by management of **Hechtman II Apartments**.

ELIGIBILITY: To live at **Hechtman II Apartments** a resident must be:

- An eligible elderly individual or family (See **Definitions**);
- An eligible disabled (handicapped) individual or family (See **Definitions**). This includes a **project eligible nonelderly disabled family**. A **project eligible nonelderly disabled family** is only eligible for housing in an accessible unit **AND** requires the accessibility of the unit.

APARTMENT ASSIGNMENTS: Hechtman II Apartments will first assign apartments to in-place tenants who have a demonstrated need for a change in housing before offering units to an applicant on the Waiting List. This will be done in chronological order, based on the date of the tenant notification to the management of the new "Need." All current, in place tenants whose needs have changed will be housed and/or transferred before anyone on the Waiting List is housed.

5. PROCEDURES FOR APPLYING FOR HOUSING

- 1. APPLICATION PROCEDURE:** All persons/families interested in applying for housing at **Hechtman II Apartments** must meet with the following requirements to be "considered for housing". Applications may be picked up at the Management Office located at **Hechtman II Apartments, 6690 W. Maple Road, West Bloomfield, MI 48322** between the hours of 9 AM and 5 PM, Monday through Friday. Applications can be requested in writing at the above address, by email, by mail, by telephoning **(248) 661-5220** or the Michigan state relay number, **711**. Applications may also be accessed and downloaded via the company website at www.jslmi.org. Applications should be returned during business hours in person, via email, or via first class mail. Allowances will be made for persons with disabilities or who live out-of-state. Applications will be date and time stamped, or handwritten date and time. If the applications are accepted, they will be entered on the Waiting List in the chronological order of receipt.

It is the policy of Jewish Apartments and Services, Inc. (JAS) to collect a \$2000 community fee deposit at the time a completed application is turned in and an apartment is selected to begin the qualification process.

The Applicant(s) must:

- List all family members who will reside in the unit.
- Meet certain criminal report standards. A criminal/sex offender registration report will be run on the applicant(s) by the management or contracted criminal report companies. This criminal report will be run on all adult (18 years of age or older) household members applying to live at **Hechtman II Apartments**. Applicant(s) must not have an eviction for drug related criminal activity, or display a pattern of abuse of alcohol that would interfere with the health, safety or right to a peaceful enjoyment of the premises by other residents, or are subject to a state lifetime sex offender registration program. No family member can have a conviction or adjudication other than acquittal for any sexual offense. **Hechtman II Apartments** will also use a screening service website to confirm that applicants are not lifetime registered sex offenders. The check will be carried out with respect to Michigan and with States where the applicant and members of the applicant's household are known to have resided as adults. (*Please refer to **Screening for Sex Offender Registration***)
- Not have had any evictions within the past 5 years for any reason.
- Provide good/acceptable references from all landlords, both current and previous 5 years, listed on the application.
- Demonstrate that the applicant has the ability to fulfill all the lease requirements (with or without care assistance) where applicable.
- Maintain satisfactory housekeeping practices that will not jeopardize the health, security or welfare of other residents. This is determined through the landlord/rental verification. This includes a positive home visit review performed by an outside third party source.
- Not provide any reasonable cause to believe any member of the applicant household may interfere with the health, safety and right to peaceful enjoyment of the property or its residents.

- h) Not provide any reasonable cause to believe any member of the applicant household could threaten the health and safety of the residents, owner, employees, contractors, subcontractors, or agent of the owner.
2. **VERIFICATION:** All of the above information will be verified. Applicants will be required to sign appropriate forms authorizing management to verify any and all factors that affect the applicant's eligibility. **Management** may release the information to other Federal, State and Local Agencies. If an applicant fails to supply all necessary verification forms, information, or meet the requests of the application process, or **Hechtman II Apartments** cannot obtain verification of specific required information due to illegible forms/application, the applicant will be rejected (please refer to **Rejection Procedures** for further information).
 3. **APPLICANT ASSISTANCE:** In the event the applicant is personally unable to complete the form, the applicant must provide the information to someone assisting in completing the form. The person assisting the applicant must sign and date the application, indicating that it was completed at the direction of the named applicant. If the applicant is a person with disabilities, management must consider extenuating circumstances where this would be required as a matter of reasonable accommodation.
 4. **BED BUGS: Hechtman II Apartments** recently adopted the policy of screening applicants for the presence of bed bugs prior to admittance to the property. If an applicant has had problems with these at their current residence, they must advise **Hechtman II Apartments** of this prior to being offered an apartment. Management will make two (2) attempts within a ten (10) day period to arrange for the inspection. If applicant does not conduct the inspection within this time frame, it can be grounds for denial. **Please note: This will not prevent the applicant from getting an apartment, however, Hechtman II Apartments will not offer the applicant an apartment until they participate with any request on behalf of management to ensure all furniture and belongings has been properly treated to eliminate any presence of bedbugs. If an applicant has a problem and does not advise Hechtman II Apartments and brings the problem into the building, the new tenant may be in violation of their lease agreement/ attachments.** A resident's failure to report a problem will also be considered a violation of their lease agreement.

6. INTERVIEWS

1. **INITIAL ELIGIBILITY:** Upon receipt of the original application, the application is preliminarily reviewed. The initial review will be for application completeness, to make sure that the application is legible and to initially determine if the applicant appears to qualify for housing. This in no way means that an applicant qualifies, or is eligible. Eligibility can be confirmed only after all items which may have any bearing on eligibility are verified: income, assets, family composition, etc. The applicant must be determined eligible to be offered housing. Failure to meet for an interview or contact **Hechtman II Apartments** will cause the removal of the application from the Waiting List.

2. **A FORMAL INTERVIEW:** As an applicant's name approaches the top of the Waiting List, a formal interview will be scheduled. Applicant must complete this interview within ten (10) business days. At the time the applicant is interviewed, all items on the application will be discussed and confirmed, and verification forms will be signed by the applicant authorizing management to verify all of these issues/items. Until all items are verified, eligibility cannot be determined, nor any housing offered..

7. WAITING LIST

1. **WAITING LIST PLACEMENT:** Any applicant who appears to qualify after **Hechtman II Apartments** reviews the application, but before any information is formally verified, and for whom a unit is not currently available, will be placed on the Waiting List. All received applications are date and time stamped or handwritten date and time entered, entering the Waiting List in the chronological order of receipt. One Waiting List is maintained for all apartments at **Hechtman II Apartments**, which includes identification of the need for units architecturally designed for accessibility. The applicant is informed of the approximate wait for a unit and/or placement position on the Waiting List. It is the applicant's responsibility to report changes on the application to **Hechtman II Apartments** when they occur. See **Rental Assistance Grant Waiting List Policy** at the end of this document.
2. **ELIGIBILITY:** Applicants who are placed on the Waiting List are apparently eligible at the time of application, based on information provided by the applicant. Verifications of income and other eligibility factors are only conducted at the time the applicant is called in for an interview and prior to move-in. Being placed on the waiting list does not guarantee that an applicant will be deemed qualified for an apartment, as that determination can only be made after all screening and verification has been completed.
3. **INCOMPLETE APPLICATIONS:** Any applicant who fails to complete his or her application form in its entirety will result in the disqualification of the application. The application will not be processed. Applicant must sign and date the application.
4. **APPLICANT RESPONSIBILITIES FOR INFORMATION UPDATES:** Any applicant on the Waiting List is required to contact **Hechtman II Apartments** if the applicant decides to remain on the Waiting List. Failure to do so will result in the removal of the application from the Waiting List. Contact may be initiated by **Hechtman II Apartments** in the form of a routine letter/postcard, sent to all applicants on the Waiting List, requesting (1) update information, (2) asking if they wish to remain on the Waiting List and (3) stating that if the letter is not responded to within fourteen (14) days, their name will be dropped from the Waiting List without further notice.
5. **WAITING LIST STATUS:** When the number of names/families on the Waiting List for any particular size exceeds the annual apartment turn over for that size unit, the Waiting List may be closed. Management will advise potential applicants of the closure of the Waiting List and refusal to take additional applications. A notice will be prominently posted in the Management/rental office or reception area and in a local newspaper, stating the reason the Waiting List is closed and the effective date of the closure. When the Waiting list is to be

reopened, notice of this will be placed in the same local publication, as well as notifications sent to appropriate social service agencies stating when the Waiting List will be re-opened, as well as times and days that applications will be taken.

6. **ELIGIBILITY WHILE ON THE WAITING LIST:** Only eligible applications are allowed to remain on the Waiting List. If in the unfortunate event, the applying household head, co-head or spouse passes away during the time while waiting on the list, the remaining applying household member(s), if any, must meet the requirements of the program/property type to remain on the Waiting List. If the remaining member(s) is not eligible, the application will be removed from the Waiting List and not processed.
7. **DEFERRAL OF PROCESSING AN APPLICATION:** As an applicant's name approaches the top of the Waiting List, the applicant must proceed with the processing of the application within the required time frame (10 business days). Any delay will result in the removal of their application from Waiting List. An applicant can only defer the processing of his/her application for up to twelve (12) months on the basis of a verifiable medical or financial reason. The applicant must contact management in writing during those twelve months if the medical condition or financial hardship persists. Failure to do so will indicate that the applicant is no longer interested in housing at **Hechtman II Apartments** and will result in the removal of his/her name from the Waiting List without further notice.
8. **REFUSAL OF AN OFFERED APARTMENT:** If an applicant on the Waiting List is offered an apartment and refuses the offered apartment (first offer), the application will be placed on the bottom of the list; however management will wait six (6) months or when the application again rises to the top of the list, whichever is longer, to contact the person again, . In the event of a third refusal of an offered apartment, the application will be rejected and the applicant's name removed from the Waiting List. The applicant may reapply in the future, at a time that new applications are being taken.
9. **REINSTATEMENT POLICY:** Effective March 1, 2013, JSL will allow a one (1) time re-instatement policy for verifiable medical or financial reasons. Applicants must request this 1 time re-instatement within fourteen (14) days of receiving a notice applicant's name has been removed from the waiting list for failure to update. Upon receipt of request, applicant's name will be returned to the waiting lists in its original order.
10. **LEASE SIGNING & MOVE-IN:** When an applicant is offered an apartment, the applicant is typically given five (5) business days to sign the lease. If for any reason the applicant is unable to sign the lease and move into the apartment, the application will be dropped from the Waiting List.
11. **IN-PLACE TENANT HOUSING NEEDS:** When a unit becomes available, in-place tenants requiring a different apartment (see Transfer Policy) will be housed appropriately before we move in an applicant on the Waiting List. This allows management to treat current tenants having the greatest housing need prior to applicants on the Waiting List. In this manner, we are able to avoid displacing, through any action, current tenants whose housing needs have changed since admission. If a resident on the in-house Transfer Waiting List is offered an

apartment and refuses the offered apartment (first offer), the resident will be placed on the bottom of the in house transfer list. In the event of a third refusal of an offered apartment, the resident will be removed from the Transfer Waiting List. The resident may request a transfer in the future.

12. **HARDSHIPS:** Applicants who are experiencing hardships due to health or financial reasons will not be moved from their original date on the Waiting List for up to one (1) year, if proper documentation is received by management.
13. **REMOVAL OF NAMES FROM THE WAITING LIST:** Applicant names will be removed from the Waiting List for any of the following reasons:
 - a) The applicant no longer meets the eligibility requirements for the property or program;
 - b) The applicant fails to contact **Hechtman II Apartments** to indicate their interest in retaining his /her placement on the Waiting List or has not contacted the property within 14 days;
 - c) The applicant fails to respond to a written notice within 14 days;
 - d) The applicant does not comply to the verification process within 14 days;
 - e) The applicant does not provide the required documentation within 14 days;
 - f) The applicant fails to sign any and all documents within 14 days, up to and including the lease;
 - g) The applicant is offered an apartment and rejects the offer the third time;
 - h) The applicant seeks deferral in the processing of the application for any other reason other than a verifiable medical or financial reason;
 - i) Mail sent to the applicant's address is returned as undeliverable, unclaimed or not forwarded;
 - j) The apartment that is needed – using family size as the basis - changes, and no appropriate size unit exists in the property;
 - k) The applicant requests removal from the Waiting List;
 - l) The applicant cancels their interest and decides not to proceed with the processing of the application.

8. REJECTION PROCEDURES

1. **MANAGEMENT REJECTION OF APPLICANT:** When management rejects an applicant, the *applicant will be notified of this decision in writing*. This written statement, which will be sent in a timely fashion, will include the reason(s) for the rejection, and will state that the applicant has the opportunity to request a meeting with management representatives to discuss the rejection. The applicant will be further instructed to request the meeting within fourteen (14) days of the date of the rejection letter.
2. **REQUEST PROCEDURE:** If the applicant wants to request a meeting, the applicant's verbal or written request must be sent to **Hechtman II Apartments** within fourteen (14) days of the date of the rejection notice. A staff member, who was not involved in the initial decision to deny admission or assistance to the applicant, will hold the requested meeting. Within five (5) business days of management's response or meeting, management must advise the applicant in

writing of the final decision regarding eligibility. All of this material (original application, rejection letter, applicant's request for a meeting, summary of the meeting and the final decision) must be kept for three (3) years in confidential files. **Persons with disabilities have the right to request reasonable accommodations to participate in the informal hearing process.

3. If any applicant was denied tenancy due to registration on life time sex offender list, they may not apply.

9. UNIT SIZE STANDARDS & GUIDELINES

1. OCCUPANCY STANDARDS

- a) Minimum of one person per bedroom; maximum of two persons per bedroom.
- b) Minimum of one person is allowed for a one-bedroom unit; maximum of two persons are allowed for a one-bedroom unit (with the exception of a live-in aide which would allow for a three person per bedroom standard).

2. WHEN ASSIGNING BEDROOMS:

- a) Every family member listed on 50059 or application is counted.
- b) An unborn child may be counted for occupancy but not eligibility determination.
- c) Live-in attendants and foster children are counted when determining bedroom size.
- d) Children who live in the unit 50% of the time may be counted.
- e) Children away at school, who live with the family when school recesses, may be counted. Management will not count children who are away at school and who have established residency at another address or location as evidenced by a lease agreement or other proof.
- f) Minimum of one person per bedroom, maximum of two persons per bedroom.

3. **APARTMENT CHANGE REQUEST:** A larger apartment than needed may be assigned to an eligible family if the family can certify with third party verification that there is a medical reason for the larger unit. This certification must include a specific explanation as to how the medical condition will improve by the assignment of a different apartment.

4. **FAMILY CHANGING NEEDS: Hechtman II Apartments** will accommodate the changing needs of the in-house tenants because of increases in the number of family members or changes in the family composition, before going to the Waiting List.

10. ACCESSIBLE UNITS

1. **ACCESSIBLE UNITS:** Because **four (4)** of the units at **Hechtman II Apartments** have been architecturally altered for accessibility for persons with disabilities, to obtain a priority for these units someone in the family must qualify as "needing" the architecturally altered features to apply for or live in these units. This need must be verified with a medical practitioner. Units that have been altered in any way for a disabled person will be rented whenever possible to a family or individual needing that specific unit type, or the architectural features present in that unit. In all

instances, "accessible" units shall be rented to a family or family with a member needing that type of unit. Due to the program type, these apartments are the only apartments younger, disabled applicants are eligible to apply for.

2. In the unlikely event that no applicant or family can be found that requires that **Hechtman II Apartments** unit type, a non-disabled elderly applicant or family can be housed there, (temporarily) only after signing a statement, that will become a lease amendment, that states that they will move, within 30 days, "at their own expense" when they are notified by management, in writing, that a non-handicapped unit is available.

11. TRANSFER POLICY

1. **IN-HOUSE TRANSFERS:** Management may approve in-house transfers, in the following situations:
 - a) **VAWA** emergency transfer request.
 - b) A **verifiable medical reason** requiring a different apartment or accessible unit, including the need for a 24-hour live-in care attendant (this will be verified with a medical practitioner using the **Hechtman II Apartments** form).
 - c) Transfer from apartment **due to renovation** of previous apartment.
 - d) A **household** that is living in a handicapped/barrier free apartment and **does not require the features** of that apartment.
 - e) On a case by case basis, at owners discretion may transfer a current resident to another unit to maintain peaceful and quiet enjoyment within the building.

Management will house persons from the in-house transfer waiting list first before offering the unit to someone on the outside waiting list. If a resident is offered a unit to transfer three (3) times, the resident will be removed from the in-house transfer waiting list.

2. **REASONABLE ACCOMMODATION:** Requests for transfers that are based on a need for a reasonable accommodation will be provided priority over other requests. Transfers will be provided, at owners expense unless it will cause an undo financial burden to persons who have a **medical or other verified need**, because of a disability, in the chronological order of requests received. All other transfers will be provided after requests for reasonable accommodations and will occur in chronological order by the date the request was received.

12. DEFINITIONS

1. **ELDERLY FAMILY:**

An Elderly Family includes but is not limited to:

- a) Families of two or more persons, the head of which (or his or her spouse) is 62 years of age or older;
- b) The surviving member or members of a family described in paragraph (1) living in a unit assisted under subpart E of this part (Section 202 loans) with the now deceased member of the family at the time of his or her death;
- c) A single person who is 62 years of age or older; or

- d) Two or more elderly persons living together or one or more such persons living with another person who is determined by HUD, based upon a licensed physician's certificate provided by the family, to be essential to their care or well-being.

2. DISABLED FAMILY:

A Disabled Family includes but is not limited to:

- a) Families of two or more persons the head of which (or his or her spouse) is a person with disabilities (handicapped);
- b) The surviving member or members of any family described in paragraph (1) of this definition living in a unit assisted under subpart E of this part (Section 202 loans) with the deceased member of the family at the time of his or her death;
- c) A single person with disabilities (handicapped person) over the age of 18; or
- d) Two or more persons with disabilities (handicapped persons) living together, or one or more such persons living with another person who is determined by HUD, based upon a licensed physician's certificate provided by the family, to be essential to their care or well-being.

3. PERSON WITH DISABILITIES: Such a person has a disability, as defined under Section 8 statute:

- a) A person with a physical impairment that:
 - 1) Is expected to be of long-continued and indefinite duration;
 - 2) Substantially impedes the person's ability to live independently; and
 - 3) Is such that the person's ability to live independently could be improved by more suitable housing conditions;
- b) A person with developmental disability as defined by the Social Security Administration.

4. NON-ELDERLY DISABLED (HANDICAPPED) FAMILY:

A non-elderly disabled family means a disabled family in which the head of the family (and spouse, if any) is less than 62 years of age at the time of the family's initial occupancy of a project.

5. PROJECT ELIGIBLE NON-ELDERLY DISABLED (HANDICAPPED) FAMILY:

A non-elderly disabled person or family who is only eligible for housing through this program in an accessible apartment and requires the accessibility features of that apartment.

6. LIVE-IN CARE ATTENDANT (AIDE):

A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities, and who:

- 1. Is determined to be essential to the care and well-being of the persons;
- 2. Is not obligated for the support of the persons; and
- 3. Would not be living in the unit except to provide the necessary supportive services. [24 CFR 5.403]

A relative but not a spouse may be a **Live-In Aide** but must meet all of the above requirements, and sign a statement to that effect. **Hechtman II Apartments** will verify the need of the resident for a full time live-in aide with a physician or recognized health care professional. The sole purpose of a **Live-In Aide** is to provide the tenant with support services and will not qualify for

continued occupancy in the event the tenant vacates the unit. **Hechtman II Apartments** may re-verify the need for a **Live-In Aide** when necessary.

The screening of **Live-In Aides** at initial occupancy and the screening of persons or **Live-In Aides** to be added to the tenant household after initial occupancy involve identical screening activities as applicants. **Live-In Aides** must be screened for drug abuse and other criminal activity, including lifetime registration as a sex offender, by applying the same criteria established for screening other applicants. Owner-established screening criteria must also be applied to **Live-In Attendants**.

To qualify as a **Live-In Aide**:

- (a) The Owner must verify the need for the **Live-In Aide**. Verification should state that the **Live-In Aide** is needed to provide the necessary supportive services essential to the care and well-being of the person and must be obtained from the person's physician, psychiatrist or other medical practitioner or health care provider. Management will approve a **Live-In Aide** if needed as a reasonable accommodation in accordance with 24 CFR part 8 to make the program accessible to and usable by the disabled person.
- (b) Expenses for services provided by the **Live-In Aide**, such as nursing services (dispensing of medications or providing other medical needs) and personal care (such as bathing or dressing), that are out-of-pocket expenses for the tenant and where the tenant is not reimbursed for the expenses from other sources, are considered as eligible medical expenses. Homemaker services such as housekeeping and meal preparation are not eligible medical expenses. (See Chapter 5 and Exhibit 5-3 for more information on medical expenses.)
- (c) Qualifies for occupancy only as long as the individual needing supportive services requires the aide's services and remains a tenant. The **Live-In Aide** will not qualify for continued occupancy as a remaining family member.
- (d) Income of a **Live-In Aide** is excluded from annual income. (See Exhibit 5-1 of the **HUD Handbook 4350.3**.)
- (e) Must meet the screening criteria discussed in Paragraph 4-7 B.5 of the **HUD Handbook 4350.3**.
- (f) A Live-In Aide must not remain in the unit when tenant requiring services from Live In Aide is not in the unit after one (1) day.

An adult child is eligible to move into a Section **202/8** project after initial occupancy only if they are essential to the care or well-being of the elderly parent(s). The adult child may be considered a live-in aide if all of the requirements in the opening paragraph above apply and there is a verified need for a live-in aide (see Paragraph 7-4D of the **HUD Handbook 4350.3** for more discussion on adult children moving in after initial occupancy).

7. ANNUAL INCOME:

All amounts, monetary or not, which:

1. Go to, or on behalf of, the family head or spouse [or co-head] (even if temporarily absent) or to any other family member; or
2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual re-examination effective date; and

3. Which are not specifically excluded [by regulation].

Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access. [24 CFR 5.609]

13. PROOF OF SOCIAL SECURITY NUMBERS

All applicant and tenant household members must disclose and provide verification of the complete and accurate social security number (SSN) assigned to them. Failure to disclose and provide documentation and verification of SSNs will result in an applicant not being admitted or a tenant household's tenancy being terminated.

Applicants do not need to disclose or provide verification of a SSN at the time of application and for placement on the waiting list. However, applicants must disclose and provide verification of a SSN for all household members before they can be housed.

When an applicant has a SSN but does not have the required documentation, the applicant must submit the SSN and certify that the number is accurate but that acceptable documentation could not be provided. Please note that until such time that the applicant and/or household can provide proof of SSN for all household members (unless an exception applies), the household is ineligible for housing.

14. VICTIMS OF DOMESTIC VIOLENCE

The Violence Against Women Reauthorization Act of 2013 (VAWA) protections apply to families (adults and children) applying for or receiving rental assistance payments and/or support through a number of HUD programs. The law protects victims of domestic violence, dating violence, sexual assault, or stalking, as well as their affiliated family members generally, from being evicted or being denied housing assistance if the eviction or denial is based upon an incident of violence that is reported and confirmed. The VAWA also provides that an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking does not qualify as a serious or repeated violation of the lease nor does it constitute good cause for terminating the assistance, tenancy, or occupancy rights of the victim. Furthermore, criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking is not grounds for terminating the victim's tenancy. Owners and agents may bifurcate a lease in order to evict, remove, or terminate the assistance of the offender while allowing the victim, who is a tenant or lawful occupant, to remain in the unit.

Applicants and residents may certify their status as victims of domestic violence by using the optional HUD Form-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, or Alternative Documentation. Furthermore, management will have each household sign HUD Form-91067, VAWA Lease Addendum, at move-in and at recertification.

The 2013 VAWA Act required **HUD** to adopt a model emergency transfer plan to be used by owners and managers. The model plan must allow a victim (tenant) to transfer to another available and safe

home under one of the **HUD** programs and must have reasonable confidentiality measures. If the tenant is unable to establish eligibility, owner or manager must provide the tenant with a reasonable amount of time to find new housing or establish eligibility under a different housing program. The plan must allow tenants who are victims of domestic violence, dating violence, sexual assault, or stalking, to transfer to another available and safe dwelling under a covered housing program and must incorporate reasonable confidentiality measures. The tenant can be granted a transfer only if the tenant requests one and either reasonably believes he or she is threatened with imminent harm from further violence if he or she remains in the unit or, if the tenant is a victim of assault, the assault occurred on the premises during the 90-day period before the transfer request. Transfers are subject to the availability of other assisted housing and to all other **HUD** requirements being met.

Domestic Violence includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

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

Sexual Assault means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity of consent.

Stalking means (A)(i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person; a member of the immediate family of that person; or the spouse or intimate partner of that person.

Affiliated Family Member means, with respect to a person: (a) a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or (B) any individual, tenant, or lawful occupant living in the household of that individual. (C) "intimate partner"

Bifurcate means to divide a lease as a matter of law so that the abusive tenant can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

15. SCREENING\REJECTION CRITERIA

All applicants 18 years of age or older in a household will be screened for rental history and criminal

history, and general program eligibility prior to residency. This includes police officers or security personnel living on-site. The screening of live-in aides at initial occupancy, and the screening of persons or live-in aides to be added to the tenant household after initial occupancy involve similar screening activities. Both live-in aides and new additions to the tenant household will be screened for drug abuse and other criminal activity. An application may be rejected for any one of the following reasons:

- a) The applicant/family is not elderly;
- b) The applicant/family is not disabled;
- c) Submission of false, incomplete or inaccurate information on the application, or failure to cooperate in the verification process;
- d) The applicant has a history of unacceptable or unsatisfactory criminal history as reported by a screening agency or other organization. This includes registration as a Sexual Offender. *(Please see **Criminal Screening Criteria** for more information);*
- e) Negative reference from current or previous landlord, including but not limited to late rent, non-sufficient funds (NSF) checks, lease violations, evictions, etc;
- f) The household (including a **Live-In Aide**) size is not appropriate for a specific apartment. *(Please refer to **Apartment Size Standards & Guidelines**.);*
- g) Failure to sign designated or required forms at lease signing;
- h) Failure to provide required documentation in a timely manner;
- i) The applicant cannot pay the appropriate community fee at move-in;
- j) The applicant has been offered a housing apartment and has refused to take the apartment offered;
- k) The applicant is not capable of fulfilling the lease agreement, with or without assistance;
- l) The applicant has a criminal history *(as defined in **Criminal or Drug-Related Activity**);*
- m) The applicant is unable to provide proof of social security numbers as required by management policy.
- n) The applicant has provided reasonable cause to believe a member of the applicant household may interfere with the health, safety and right to peaceful enjoyment of the property or its residents.
- o) The applicant has provided a reasonable cause to believe a member of the applicant household could threaten the health and safety of the residents, owner, employees, contractors, subcontractors, or agent of the owner.

16. CRIMINAL OR DRUG-RELATED ACTIVITY

Upon move-in, tenants sign leases requiring them to accept responsibility for the actions of individual household members, their guests, or other persons on the premises with their consent. No tenant, or member of the tenant's family or household, guest, or any other person visiting a tenant shall engage in criminal activity on or near the apartment complex. This criminal activity includes drug-related criminal activity, other criminal activity or drug and alcohol abuse that threatens the health and safety of the tenants and staff or hinders the peaceful enjoyment of the housing premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution and/or use of a controlled substance (as defined in **Section 102 of the Controlled Substance Act**).

- a) No tenant, or member of the tenant's household or family, or any guest or other person shall engage in any act intended to facilitate criminal activity, drug-related activity on or near the apartment complex;
- b) No tenant, or member of the tenant's household or family, or any guest or other person shall permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, family or a guest;
- c) No tenant, or member of the tenant's household or family, or any guest or other person shall engage in the manufacture, sale or distribution of illegal drugs on or near the apartment complex or project site;
- d) No tenant, or member of the tenant's household or family, or any guest or other person shall engage in acts of violence, including, but not limited to, the unlawful discharge of firearms and/or weapons on or near the apartment complex.

Violation of the above provisions shall be a material noncompliance violation of the lease and good cause for termination of the lease. A single violation of any of these provisions shall be deemed a serious violation and material noncompliance of the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

Use of Medical Marijuana

Recently, a number of states have legalized the use of marijuana specifically for medicinal purposes. Some states have legalized the use of marijuana for recreational purposes. Regardless of the purpose of legalization under state law, the use of marijuana in any form, is illegal under the Controlled Substances Act (CSA) and therefore is an illegal controlled substance under Section 577 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA). Based on federal law, new admissions of medical marijuana users are prohibited.

QHWRA requires that owner/agents establish lease standards that prohibit admission based on the illegal use of controlled substances including state legalized marijuana. State laws that legalize medical marijuana directly conflict with QHWRA and thus are subject to federal preemption.

Owners must deny admission to assisted housing for any household with a member determined to be illegally using a controlled substance (such as marijuana). Owners may not establish lease provisions or policies that affirmatively permit occupancy by any member of a household who uses marijuana. Owners must establish policies which allow the termination of tenancy of any household with a member who is illegally using marijuana or whose use interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. Owners have the discretion to evict or not evict current tenants for their use of marijuana.

17. RENTAL & CRIMINAL SCREENING CRITERIA

A. Rental Approval:

1. If a prior landlord reported the applicant(s) damaged property or lease violations the applicant can be denied. This includes lease violations, disturbing the peace, harassment,

poor housekeeping habits, improper conduct or other negative reference against the household.

2. Any eviction within the past three (3) years is automatically grounds for denial. This includes any household members who have been evicted from Federally-assisted housing within the last three (3) years for drug-related criminal activity. If the evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program or circumstances leading to the eviction no longer exist, management will review on a case-by-case basis.
3. Management may accept a rental history of no more than two (2) late payments of rent in a Twelve (12) month period, with verification of all charges paid and no more than one (1) NSF checks in a one (1) year period. Anything beyond this specification can be grounds for denial.
4. Any evidence of illegal activity including drugs, gangs, weaponry, etc., will be grounds for denial.
5. Grossly unsanitary or hazardous housekeeping habits can be grounds for denial.
6. Any debt balance owing to a prior management company or property will need to be paid prior to move-in.
7. Lack of rental history is not grounds for denial.

B. Criminal Background Check:

1. Any conviction, incarceration or parole, and upon completion of such, within the past ten (10) years for illegal drug use, manufacture or distribution of a controlled illegal substance which would pose a direct threat to the health, safety, and well-being of the property, staff, and/or residents is grounds for denial.
2. Any conviction, incarceration or parole, and upon completion of such, within the past ten (10) years for any crime of violence, fraud, theft, or other crime which establishes that the applicant's tendency might constitute a direct threat to the health or safety of other individuals or result in the substantial physical damage to the property of others is grounds for denial.
3. Any conviction for any activity concerning sexual abuse or assault is grounds for denial. This includes, but is not limited to, any member of the household who is subject to a registration requirement under a nationwide sex offender registration program. (*Please refer to Screening for Sex Offender Registration*)
4. Any other felony conviction, incarceration or parole, and upon completion of such, within the past seven (7) years can be grounds for denial, and will be determined on a case-by-case basis based upon the severity of the crime and the impact it could have to the health, safety, and well-being of the property, staff, and/or residents.

5. Any household member who is currently engaging in illegal drug use is grounds for denial. This can included a pattern of illegal drug use that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other tenants.
6. Any household member who has a pattern of alcohol abuse that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other tenants is grounds for denial.

C. Screening for Sex Offender Registration:

1. Pursuant to 24 C.F.R. § 5.856 and § 5.905, **Hechtman II Apartments** must perform criminal background checks during the application stage to determine if an applicant, or a member of an applicant's household, is subject to a lifetime registration requirement under any State sex offender registration program. Criminal background checks must be performed in the state in which the housing is located and for states where the applicant and members of the applicant's household may have resided. As such, applicants for admission into the applicable HUD-assisted housing programs must provide a complete list of all states in which any household member has resided. Failure to accurately respond to any question during the application process is cause to deny the family admission.
2. If the processes described above reveal an applicant's household includes an individual subject to State lifetime sex offender registration, **Hechtman II Apartments** must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, **Hechtman II Apartments** must deny admission to the family.
3. If **Hechtman II Apartments** discovers that a household member was erroneously admitted (the household member was subject to a lifetime registration requirement at admission and was admitted after June 25, 2001), **Hechtman II Apartments** must immediately pursue eviction or termination of assistance for the household member.

NOTE: All applicants in a household will be processed as one approval or denial for an apartment. If any one of the applicants has negative rental history or negative criminal history all applicants will be denied.

Appendix I

Hechtman II Apartments Section 504 Compliance Policy on Reasonable Accommodation

Hechtman II Apartments is an equal opportunity housing provider and does not discriminate against applicants, tenants or any other members of our disabled community.

It is **Hechtman II Apartments** policy to provide reasonable accommodations to residents whose disability requires a change or exception to our usual policies and/or procedures. Such accommodations are made to enable the tenant to fully use and enjoy their apartment and all public spaces of **Hechtman II Apartments**. This same policy applies to all tenants who request and document/certify the need for requested structural modifications.

The procedure for tenants to request a reasonable accommodation/modification is as follows:

1. The tenant submits a request to **Hechtman II Apartments** administration, stating the reasonable accommodation needed and being requested.
2. If the tenant's disability status and/or need for the requested accommodation is not readily apparent, the tenant will be requested to sign the appropriate third party verification forms that management will mail to the verifier identified by the tenant as a third party professional who is knowledgeable about the tenant's disability related needs.
3. If verification occurs when the verification form is returned from the third party professional, management will notify the tenant in writing of the determination concerning the request.
4. The tenant may be asked to complete additional forms necessary to implement the accommodation. For example: if the tenant is requesting an assistance or service animal, he/she will need to sign the lease addendum form that describes the responsibilities of maintaining an animal on this property.
5. If the tenant requires the services of a live-in aide, both the tenant and the caregiver are required to sign a live-in aide agreement.
6. If the request for an accommodation is to be denied, a representative of management will meet with the tenant explaining the reason for the denial. Alternate means of meeting the tenant's needs will be explored.

A request for a reasonable accommodation and/or structural modification may be denied if the reasonable accommodation places an undue administrative and financial burden on **Hechtman II Apartments**.

The property's Section 504 Coordinator info is: Michelle Buda, 28290 Franklin Road, Southfield, MI 48034. (248) 592-1101.

Appendix II Business Relationship

The relationship between a landlord and resident is a business relationship. A courteous and businesslike attitude is required from both parties. We reserve the right to refuse rental to anyone who is verbally abusive, swears, is disrespectful, makes threats, makes discriminatory comments, appears to have been drinking or taking drugs, is argumentative, or in general displays an attitude at the time of the unit showing and application process that causes management to believe we would not have a positive business relationship. If any applicant or any member of the applicant household/family demonstrates unprofessional behavior, such as yelling or using profanity in the presence of the management team, any form of harassment towards staff, unreasonable contact, other conduct that interferes with the work of staff the applicant will be denied. If the applicant or any member of the applicant's family exhibits threatening behavior, appears to be intoxicated or attempts to intimidate the staff, the applicant, the applicant's family and other members of the applicant's entourage will be required to leave the property and the applicant will be denied.

Appendix III Abandonment of the Unit

Management will consider a unit abandoned if management has not received notification of any extended absence and management believes the unit has been unoccupied for thirty (30) or more consecutive days, failure to pay rent and failure to respond to notices of unpaid rent. At this time management will take appropriate action to recover possession of the abandoned unit, in accordance with state and local laws.

If management considers an apartment to be abandoned, management will enter the apartment to conduct an emergency inspection. Management subsequently will attempt to notify the resident in writing that it considers the apartment abandoned. The notice will be sent via certified mail to the apartment's site address.

If resident does not respond to management's written notice within fifteen (15) days of the date of the notice, management reserves the right to reclaim the apartment and pursue any appropriate legal action, including but not limited to instituting eviction proceedings.

Appendix IV HUD's Equal Access Rule

Prohibition of inquiries on sexual orientation or gender identity. No owner or administrator of **HUD**-assisted or **HUD**-insured housing, approved lender in an **FHA** mortgage insurance program, nor any (or any other) recipient or sub-recipient of **HUD** funds may inquire about the sexual orientation or gender identity of an applicant for, or occupant of, **HUD**-assisted housing or housing whose financing is insured by **HUD**, whether renter- or owner-occupied, for the purpose of determining eligibility for

the housing or otherwise making such housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity. This prohibition on inquiries does not prohibit lawful inquiries of an applicant or occupant's sex where the housing provided or to be provided is temporary, emergency shelter that involves the sharing of sleeping areas or bathrooms, or inquiries made for the purpose of determining the number of bedrooms to which a household may be entitled.

24 CFR 5.100:

Gender identity means actual or perceived gender-related characteristics.

Sexual orientation means homosexuality, heterosexuality, or bisexuality.

24 CFR 5.403: *Family* includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

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

Rental Assistance Grants – Private Subsidy – Limited Availability

- 1) This program targets rental assistance for potential residents who are at or below the 80% HUD Median Income levels in Oakland County – and will include as income, assumptions for distributions (spend down) of assets.
- 2) Included in the income calculations is an assumption of distribution of assets (spend down) by dividing current assets by the number of years on Social Security actuarial tables plus 5 years when certifying or recertifying for the grant. See adjusted actuarial table attached.
- 3) If resident's income is at or below the 80% HUD Median Income for Oakland County, they will receive \$850.00 monthly rental assistance grant, subject to the Acknowledgement of the Rental Assistance Grant and Financial Criteria and Review and Procedures that is incorporated into the resident's lease.
- 4) The grants are limited to twelve (12) grants at any time. Grants will be awarded first come first served to qualified new residents.
- 5) Grants will become effective on the 1st of the following month after being awarded. Grants are not eligible for proration.
- 6) A reduced Community Fee of \$1000 and a Security Deposit of \$500 is required.
- 7) No other specials, promotions, or incentives are to be used in combination with the Rental Grant Program.

Resident Information Requirements

- Only 1-bedroom apartments are available for this program.
- Initial certification and annual recertification.
- Similar to HUD requirements, an asset verification is required. 3rd Party verification is not required but the following documents are:
This will include:
 - 1) Past 6 months bank statements (checking, investments, IRAs)
 - 2) Completion of (HUD) asset list form
 - 3) Attestation of prospective resident that they have provided all information to the best of their knowledge.

Hechtman II Rental Assistance Grant Waiting List Policy

Jewish Apartments and Services, Inc. (JAS) provides up to 12 rental assistance grants at any given time to qualified applicants.

All applicants will be informed of this grant at the time of application.

If qualified, applicants can move into Hechtman II, if a grant is available at time of move in.

- 14. WAITING LIST PLACEMENT:** Any applicant who appears to qualify for the rental assistance grant after **Hechtman II Apartments** reviews the information, but before any information is formally verified, and for whom a grant is not currently available, will be placed on the Waiting List. All received request for the rental assistance grant are date and time stamped or handwritten date and time entered, entering the Waiting List in the chronological order of receipt. One Waiting List will be maintained for all rental assistance grant request at **Hechtman II Apartments**, which includes identification of the need for the assistance. The applicant is informed of the approximate wait for a grant and placement position on the Waiting List. It is the applicant's responsibility to report changes on their financial situation to **Hechtman II Apartments** when they occur.
- 15. ELIGIBILITY:** Applicants who are placed on the Waiting List are apparently eligible at the time of application, based on information provided by the applicant. Verifications of income and other eligibility factors are only conducted at the time the applicant is called in for an interview and prior to assistance being granted. Being placed on the waiting list does not guarantee that an applicant will be deemed qualified for a grant, as that determination can only be made after all verification has been completed.
- 16. APPLICANT RESPONSIBILITIES FOR INFORMATION UPDATES:** Any applicant on the Waiting List is required to contact **Hechtman II Apartments** every six (6) months if the applicant decides to remain on the Waiting List. Failure to do so will result in the removal of the application from the Waiting List. Contact will be initiated by **Hechtman II Apartments** annually in the form of a routine letter/postcard, sent to all applicants on the Waiting List, requesting (1) update information, (2) asking if they wish to remain on the Waiting List and (3) stating that if the letter is not responded to within fourteen (14) days, their name will be dropped from the Waiting List without further notice.
- 17. ELIGIBILITY WHILE ON THE WAITING LIST:** Only eligible applications are allowed to remain on the Waiting List. If in the unfortunate event, the applying household head, co-head or spouse passes away during the time while waiting on the list, the remaining applying household member(s), if any, must meet the requirements of the rental assistance grant to remain on the Waiting List. If the remaining member(s) is not eligible, the application will be removed from the Waiting List and not processed.
- 18. DEFERRAL OF PROCESSING AN APPLICATION:** Once an applicant is notified that their name is approaching the top of the Waiting List, the applicant must proceed with the processing of the application within the required time frame (5 business days). Any delay will result in the removal of their application from Waiting List.
- 19. REMOVAL OF NAMES FROM THE WAITING LIST:** Resident / Applicant names will be removed from the Waiting List for any of the following reasons:
- m) The applicant no longer meets the eligibility requirements for the grant;
 - n) The applicant fails to contact **Hechtman II Apartments** to indicate their interest in retaining his/her placement on the Waiting List;

- o) The applicant fails to respond to a written notice within 14 days;
- p) The applicant does not comply to the verification process within 5 days;
- q) The applicant does not provide the required documentation within 5 days;
- r) The applicant fails to sign any and all documents within 14 days, up to and including the grant lease addendum;
- s) The applicant seeks deferral in the processing of the application for any other reason other than a verifiable medical reason;
- t) Mail sent to the applicant's address is returned as undeliverable, unclaimed or not forwarded;
- u) The applicant cancels their interest and decides not to proceed with the processing of the application.