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Resident Selection Plan For Jordan Tower II

Red Wing Housing and Redevelopment Authority

September 13, 2022



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PROPERTY INFORMATION

Property Name	Jordan Tower II
Property Contact Name	Red Wing Housing and Redevelopment Authority
Address	440 West 5 th Street
City, State, Zip	Red Wing, MN 55066
Phone	651-388-7571
Fax	651-385-0551
TTY/TDD/Audio Relay	711 National Voice Relay
<i>To Apply:</i> Online at https://redwinghra.org/rental-house-application/	

THE PURPOSE OF THE RESIDENT SELECTION PLAN

The Resident Selection Plan helps to ensure that residents are selected for occupancy in accordance with HUD requirements and established management policies.

Please contact the management office if you need help understanding this document. Contacte por favor la oficina de gestión si usted necesita ayuda a comprender este documento. (Spanish)

- Por favor contate o escritório de gerência se deve ajudar entendimento este documento. (Portugese)
- Si vous avez besoin d'aide à la compréhension de ce document, veuillez communiquer avec le Bureau de gestion. (French)
- Souple kontakte Biwo jesyon a si w bezwen èd pou konprann dokiman sa a. (Haitian Creole)
- Xin liên lạc với văn phòng điều hành nếu bạn cần giúp đỡ sự hiểu biết tài liệu này. (Vietnamese)
- Пожалуйста свяжитесь с офисом управления, если Вам нужна помощь в понимании этого документа. (Russian)
- Bitte kontaktieren Sie das Leitungsbüro, wenn Sie helfen müssen, dieses Dokument zu verstehen. (German)
- 請聯絡管理辦公室，如果你需要幫助理解這份文件。(Chinese)
- もしこの文書を理解しているための助けを必要とすれば、経営オフィスと連絡を取ってください。(Japanese)

AVAILABILITY OF THE RESIDENT SELECTION PLAN, APPLICATION AND SUPPORTING DOCUMENTS

A copy of the current Resident Selection Plan is available upon request. Applicants or someone assisting applicants with the Pre-Application or Application process may request a paper or electronic copy by contacting the property management staff.

An electronic version of the current Resident Selection Plan and associated documents are available on the property web site at www.redwinghra.org.

BUSINESS RELATIONSHIP

The relationship between a landlord (owner/agent) and a resident or applicant is a business relationship. A courteous and businesslike attitude is required from both parties. The owner/agent reserves the right to conduct business with anyone who is verbally abusive, swears, is disrespectful, makes threats, uses discriminatory language, appears to be intoxicated or under the influence of alcohol or drugs, is argumentative, or in general displays an attitude, at any time, which causes the owner/agent or the property staff to believe we would not have a positive business relationship.



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If an applicant or any member of the applicant's family demonstrates unprofessional behavior in the presence of the management team or other residents/applicants, the applicant, the applicant's family and other members of the applicant's entourage (if applicable) will be required to leave the property and the applicant family will be rejected.

If the applicant or any member of the applicant's family exhibits threatening behavior, appears to be intoxicated or under the influence of alcohol or illegal drugs or attempts to intimidate the staff, the applicant, the applicant's family and other members of the applicant's entourage (if applicable) will be required to leave the property and the applicant family will be rejected.

If the applicant or any member of the applicant's family is not appropriately attired, when visiting the management office, the applicant will be asked to leave. Appropriate attire includes shoes, shirts and pants, shorts or skirts. Unacceptable attire includes, but is not limited to:

- Pajamas
- Bathing suits
- Clothing that allows display of foundation garments (underwear)
- Clothing with inappropriate language or pictures

Animals, (other than Assistance Animals necessary to allow the applicant/resident to conduct business with the owner/agent) may not be allowed in the management office.

Children are always welcome. When in the management office, minors must be supervised. Property staff is not responsible for child care or supervision.

Aside from standard property charges, property staff is not permitted to accept any money, gifts, services or favors connected with the Pre-Application or Application process or associated with any aspect of residency on this property.

SMOKE FREE HOUSING – DESIGNATED SMOKING AREA

Other than in designated smoking areas, smoking is prohibited in any area of the property, both private and common, whether enclosed or outdoors. This policy applies to all owners, property staff, applicants, residents, guests, and servicepersons.

“Smoking” means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe, or other lighted smoking device (including electronic cigarettes) for burning tobacco or any other product. The term “electronic cigarette” means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as she/he simulates smoking. Included in the prohibited tobacco products are hookah/water pipes.

See Appendix E for Smoke Free Policy

USE OF MARIJUANA – FEDERALLY FUNDED PROPERTY

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 (QHWRA). Based on federal law, new admissions of any marijuana user – including people who use medical marijuana - are prohibited.

Please note that use of illegal or controlled substances is grounds for denial of housing/assistance in accordance with the Quality Work & Housing Responsibility Act (QWHRA). This includes marijuana (including medical



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marijuana). State laws that legalize medical marijuana directly conflict with QHWRA and thus are subject to federal preemption.

Residents are prohibited from using marijuana (even in a smokeless manner).

If HUD rules change, the property Resident Selection Plan and the property House Rules may be edited to conform to the policies set forth by HUD.

SECURITY DEPOSIT REQUIREMENTS

The owner/agent must collect a Security Deposit at the time of the initial lease execution before moving in to the unit. The owner/agent requires that residents pay the security deposit in a guaranteed form (money order or cashier's check).

The owner/agent will comply with any HUD rules and applicable state and local laws governing the Security Deposit.

The Security Deposit amount is based on the Total Tenant Payment (TTP) calculated at move in.

If the move-in certification is corrected, and the TTP is recalculated, the Security Deposit requirement will be recalculated as well. Otherwise, the amount of the Security Deposit established at move-in does not change when a resident's rent changes. Please review information about Security Deposits and Unit Transfers later in this document.

The applicant family is expected to pay the Security Deposit from their own resources and/or other public or private sources. The Security Deposit must be paid in full prior to occupancy.

PETS & ASSISTIVE ANIMALS

Residents are allowed to keep pets in the unit.

Certain restrictions apply and are outlined in the property Pet & Assistance Animal Rules. Pets and Assistance Animals are to be approved **before** they are allowed to live in the unit. A copy of the Pet & Assistance Animal Policy is located in Appendix F.

When applicable, residents must agree to pay any required Pet Deposit and must agree to abide by the property's Pet & Assistance Animal Rules.

PET DEPOSIT

The Pet & Assistance Animal Rules require residents who own dogs or cats (pets) or keep dogs or cats (pets) in their units to pay a refundable Pet Deposit. This deposit is in addition to any other financial obligation generally imposed on residents. See Appendix F

HOUSING ASSISTANCE DEFINITION

The property is operating under the guidelines established for the HUD Multifamily Section 8 program. Each person must be familiar with the lease and lease attachments and capable of fulfilling the lease requirements.

SUBSIDY

The rent that a household pays is based upon the household income. The rent paid by residents may vary.



Single Residence/Subsidy Criteria

A household is eligible for assistance only if the unit will be the household's only residence. The owner/agent will not knowingly assist applicant families who will maintain a residence in addition to the HUD-assisted unit.

Applicants MUST disclose if they are currently receiving HUD housing assistance. Residents can only receive subsidy for one unit/residence at a time. This prohibition does not prevent a person who is currently receiving assistance from applying for an assisted unit in another property.

If, for any reason, an applicant moves in to this property before moving out of another subsidized unit, the household will be required to pay market rent until the move out from the previous property is complete and the resident is eligible to receive HUD subsidy for this property. Assistance in the new unit will begin, if the household is still eligible, the day after assistance ends for the previous unit.

There is an exception to this rule. Children in joint custody arrangements can receive HUD housing assistance in two units when both parent/guardian families receive HUD housing assistance. However, only one household may use the \$480 dependent deduction to determine adjusted income. In these cases, additional verification is required. The owner/agent will request:

- Verification of the custody/guardianship/living arrangement - *Please see Appendix C for additional information*
- Verification of the use of the \$480 deduction (only one family may take advantage of the \$480 dependent deduction). The owner/agent will verify use of the \$480 dependent deduction with the other owner/agent if:
 1. The child will live in the unit at least 50% of the time and
 2. The parent wishes to claim the \$480 deduction, and
 3. Both families are receiving HUD housing assistance

HUD HOUSING VOUCHERS

The owner/agent may not admit an applicant family if any member is in possession of a HUD housing assistance voucher provided through HUD's Public and Indian Housing (PIH) program unless the applicant agrees to give up the voucher prior to occupancy. This will be verified with the Housing Authority providing the HUD housing assistance voucher.

Please note that housing assistance provided through HUD's Multifamily Housing program is not the same as the housing assistance provided through the voucher program. If any family member moves out, the housing subsidy will not move with the family as it does with a voucher. The family will be required to re-apply to a PHA to receive another voucher.

DUAL SUBSIDY

If the owner/agent discovers that any HUD housing assistance is still being paid after moving to **Jordan Tower II**, no rent subsidy or utility allowance will be provided by the Department of Housing and Urban Development until the day after the subsidy stops. This rule applies to the entire household. Subsidy is NOT prorated.

Any assistance paid in error must be returned to HUD.

Applicants should consult with the Contract Administrator or the HUD office if any former landlord is accepting subsidy after move-out.

ASSISTED LIVING

The owner/agent and property staff does not provide, nor has the authority to provide, any personal care or personal supervision services. Any required care or supervision must be provided by the resident or aides supervised by the resident or the resident's representative(s). The owner/agent and property staff does not provide assistance with personal activities of daily living.



FAIR HOUSING POLICIES

Information about fair housing and civil rights protections are included in Appendix A and Appendix D of this Resident Selection Plan.

ELIGIBILITY REQUIREMENTS

PROPERTY ELIGIBILITY DEFINITION

Household/Resident Type

This Section 8 property is designed to provide housing to low income families who meet the eligibility and screening requirements set forth in this Resident Selection Plan. Eligibility requirements may change at any time when HUD issues new guidance.

Household/Resident Type

This Section 8 property is designed to provide housing to elderly and disabled families who meet the eligibility and screening requirements. In order for a family/household to meet the “family type” eligibility requirements, the head-of-household, the co-head-of-household or a spouse must be

- 62 or older or
- Disabled as defined by HUD.

Definition D – Disabled Family. A disabled family is a family whose head, spouse, or sole member is a person with disabilities.

Definition E – Person with Disabilities: A person with disabilities for purposes of program eligibility:

- 1) Means a person who
 - a. Has a disability, as defined in 42 U.S.C. 423;
 - i. Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
 - ii. In the case of an individual who has attained the age of 55 and is blind, inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time. For the purposes of this definition, the term blindness, as defined in section 416(i)(1) of this title, means central vision acuity of 20/200 or less in the better eye with use of a correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees shall be considered for the purposes of this paragraph as having a central visual acuity of 20/200 or less.
 - b. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
 - i. Is expected to be of long-continued and indefinite duration,
 - ii. Substantially impedes his or her ability to live independently, and
 - iii. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
 - c. Has a developmental disability, as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(8)), i.e., a person with a severe chronic disability that

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- i. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
 - ii. Is manifested before the person attains age 22;
 - iii. Is likely to continue indefinitely;
 - iv. Results in substantial functional limitation in three or more of the following areas of major life activity:
 - A. Self-care,
 - B. Receptive and expressive language,
 - C. Learning,
 - D. Mobility,
 - E. Self-direction,
 - F. Capacity for independent living, and
 - G. Economic self-sufficiency; and
 - v. Reflects the person’s need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated.
- 1) Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
 - 2) For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and
 - 3) Means person with disabilities (individual with handicaps), as defined in 24 CFR 8.3, for purposes of reasonable accommodation and program accessibility for persons with disabilities

Note: A person whose sole impairment is alcoholism or drug addiction (i.e., who does not have a developmental disability, chronic mental illness, or physical disability that is the disabling condition required for eligibility in a particular project) will not be considered to be disabled for the purposes of the Section 8 program.

Definition I – Nonelderly Disabled (Handicapped) Family.

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

Income Limits

Income limits vary by household size. The owner/agent will provide applicants a copy of the current income limits for the property area upon request. In addition, applicants can review the income limits by accessing the following web site. <https://www.huduser.gov/portal/datasets/il.html>.

Income limits are updated at least annually. HUD requires that property managers incorporate the most recently published income limits when determining eligibility.

Applicants may also find the current property income limits on the Red Wing HRA website www.redwinghra.org

For this property, qualified an applicant family’s income must be at or below the following income limit requirements:

Subsidy	Type of Income Limit
Section 8 (pre-1981)	<p>Low – 80% of median income</p> <p>Very-low – 50% of median income</p> <p>Extremely-low – very-low income household whose income equals or is less than the greater of poverty level or 30% of median income</p>



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Occupancy Standards

Occupancy standards serve to prevent the over-utilization or under-utilization of units that can result in an inefficient use of housing funding. Occupancy standards also ensure that residents are treated fairly and consistently and receive adequate housing space.

Below, please find this property's occupancy standards description:

Number of Bedrooms	Min. # Household Members	Max. # Household Members
0	1	1
1	1	2
2	2	4

Any household placed in a unit size different from that defined in these Occupancy Standards shall agree to transfer to an appropriate size unit when one becomes available.

Verifying the Need for an Accessible Unit

When an applicant family requests an accessible unit or a unit preference, such as a first-floor unit, the owner/agent will conduct inquiries to:

1. Verify that the applicant family is qualified for the unit, which is only available to persons with a disability or to persons with a particular type of disability
2. Verify that a member needs the features of the unit as an accommodation to his or her disability
3. Verify that the applicant family is qualified to receive a priority on the waiting list available to persons with a disability or to persons with a particular type of disability

PROGRAM ELIGIBILITY

Based on federal regulations, the owner/agent may admit only eligible applicant families. In the selection of applicant families for admission, eligibility criteria have been established in accordance with HUD guidelines.

The following eligibility standards will be applied in accordance with HUD requirements:

1. The household's annual income must not exceed program income limits at move-in
2. The Head-of-Household (HOH), co-Head-of-Household and the spouse (regardless of age) and all adults in each household must sign an Authorization for Release of Information (HUD Forms 9887 and 9887A) and owner/agent created verification documents prior to receiving assistance and annually thereafter
3. The unit for which the household is applying must be the household's only residence
4. An applicant family must agree to pay the rent required by the program
5. Only U.S. citizens or eligible non-citizens may receive assistance (*See additional information below and in Appendix B*)
6. Applicants who claim eligible status must disclose Social Security Numbers for all household members and provide proof of the numbers reported (*See additional information below*)
7. The household size must be appropriate for the available apartments (*See Occupancy Standards*)
8. All information reported by the household is subject to verification

Disclosure and Verification of Social Security Numbers

All household members receiving HUD housing assistance or applying to receive HUD housing assistance are required to provide a Social Security Number and adequate documentation necessary to verify that number.

This rule applies to all household members including live-in aides, foster children and foster adults. Adequate documentation includes a Social Security card issued by the Social Security Administration (SSA) or other acceptable evidence of the SSN such as:

- Original Social Security card
- Driver's license with SSN
- Identification card issued by a federal, State, or local agency, a medical insurance provider, or an employer or trade union.
- Earnings statements on payroll stubs



- Bank statement
- Form 1099
- Benefit award letter
- Retirement benefit letter
- Life insurance policy
- Court records

Exceptions to Disclosure of Social Security Number

The Social Security Number requirements do not apply to:

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

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

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

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

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

Secondary Verification of the Social Security Number

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

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

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

Citizenship/Immigration Status Requirements

Applicants are required to declare U.S. citizenship or submit evidence of eligible immigration status for each household member seeking housing assistance. The owner/agent is required to obtain the following:

1. Family Summary Sheet (*lists all household members who will reside in the assisted unit*)
2. Citizenship Declaration - Each household member listed on the Family Summary Sheet must complete a declaration of citizen or non-citizen status
3. Forms and/or evidence of citizen/immigration status as required by HUD

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Additional information regarding submission and verification of proof of citizenship status or eligible non-citizen status can be found in Appendix B.

If any applicant has questions or experiences difficulty providing the described information or determining the type of documentation required, the applicant should contact the management office.

If any applicant is unable to provide the required documentation in the timeframe indicated in Appendix B, the applicant must contact the management office to request an extension.

If any applicant fails to provide this information in the timeframes described, the owner/agent cannot provide assistance and the applicant family will be rejected.

The owner/agent will offer the household assistance, providing subsidy to those eligible household members whose documents were received on time, when the following criteria is met:

1. At least one member of the household has submitted the required documentation in a timely manner and has been determined to be eligible based on all of the criteria in this Resident Selection Plan
2. Assistance/unit is available
3. The household is the next household to be selected from the waiting list

Proof of declared citizenship status must be provided for all household members. Members who claim U.S. citizenship can provide any documents approved by HUD or the Department of Homeland Security (DHS) to prove citizenship. Additional information is provided in Addendum B.

Non-citizens claiming eligible status must follow the guidance provided in Addendum B and in 24 CFR to prove eligible non-citizen status.

Applicants must be able to provide proof of citizenship or legal immigration status.

Citizenship eligibility must be reviewed after move-in if eligibility status can change.

If any household member is determined to be an ineligible non-citizen, either at Pre-Application or Application or after move-in, assistance and/or tenancy may be denied, terminated or prorated as appropriate.

Eligibility of Students Enrolled at an Institute for Higher Education

Student eligibility is determined at Move-In/Initial Certification and at each Annual Recertification. Student eligibility may also be reviewed at interim certification if student status has changed since the last certification.

A student who is otherwise eligible and meets screening requirements is eligible for assistance if the student meets the criteria indicated below. Section 8 assistance shall be provided to any individual who is enrolled as either a part-time or full-time student at an institution of higher education for the purpose of obtaining a degree, certificate, or other program leading to a recognized educational credential; when the student:

1. Is living with his or her parents who are receiving Section 8 assistance
2. Is individually eligible to receive Section 8 assistance and has parents who are income eligible to receive Section 8 assistance.
3. Is a graduate or professional student
4. Is a veteran of the United States military or is an active member of the United States military;
5. Is married;
6. Has a dependent other than a spouse (e.g. dependent child);
7. Is at least 24 years of age;
8. Is a person with disabilities, as such term is defined in section 3(b)(3)(E) of the 1937 Act and was receiving assistance under section 8 of the 1937 Act as of November 30, 2005;
9. Is classified as Vulnerable Youth; A student meets HUD's definition of a vulnerable youth when:
 - a. The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age or older;



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- b. The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's State of legal residence;
 - c. The individual has been verified during the school year in which the Pre-Application or Application is submitted as either an unaccompanied youth who is a homeless child or youth (as such terms are defined in section 725 of the McKinney-Vento Homeless Assistance Act) (42 U.S.C. 11431 et seq.), or as unaccompanied, at risk of homelessness, and self-supporting, by
 - i. A local educational agency homeless liaison, designated pursuant to the McKinney-Vento Homeless Assistance Act;
 - ii. The director of a program funded under the Runaway and Homeless Youth Act or a designee of the director;
 - iii. The director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (relating to emergency shelter grants) or a designee of the director; or
 - iv. A financial aid administrator; or
10. The individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances

If a student does not meet the eligibility criteria above, but can prove independence from parents under HUD rules, then the student would be eligible under HUD's Student Rule. Please see property staff if any applicant needs additional information about proving independence from parents.

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

Any financial assistance a student receives (1) under the Higher Education Act of 1965, (2) from private sources, or (3) from an institution of higher education that is in excess of amounts received for tuition and other fees is included in annual income, except:

1. If the student is over the age of 23 with dependent children or
2. If the student is living with his or her parents who are receiving section 8 assistance

Financial assistance that is provided by persons not living in the unit is not part of annual income if the student meets the Department of Education's definition of "vulnerable youth".

The definition of tuition is consistent with the definition provided by the Department of Education and includes tuition and other mandatory fees. Tuition does not include the costs for books.

Prohibition of Assistance to Noncitizen Students

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

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

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



PROCEDURES FOR TAKING APPLICATIONS

It is the owner/agent's policy to accept and process Pre-Applications or Applications in accordance with HUD guidance. The owner/agent will make a reasonable accommodation to assist in the Pre-Application or Application process if the applicant or any member of the applicant family is disabled.

- Upon request, the owner/agent will provide interested parties with a paper copy of the waitlist application. Applicants may make an appointment to pick up a waitlist application or may call the property management staff and request a paper copy.
- Applicants may apply through our website at www.redwinghra.org and select link to application.

Before completing or executing any forms, additional copies should be made for all adult household members and in some cases for minors who will live in the unit.

The person who is indicated as the Head-of-Household (HOH) must execute and sign all documents that are included in the waitlist application.

The owner/agent requires applicants to provide a government issued photo ID - used for verifying the identity of all applicants. A copy of the applicants ID may be provided using one of several alternatives including in-person or online means.

In some cases, and when appropriate, this ID may also be used to verify age and citizen/non-citizen eligibility status.

The owner/agent may require a birth certificate or other like documentation that can be used to verify age, citizen/non-citizen eligibility status and relationship to other household members as required by HUD.

All Waitlist Applications can be submitted:

1. Via First Class mail
2. On site at the HRA office; or
3. Online at www.redwinghra.org and select link to application

The owner/agent will accept the waitlist application in an equally effective format, as a reasonable accommodation, if there is the presence of a disability.

All documents in the Waitlist Application must be **completed in full**, signed and dated in order to be accepted. Applicants **will not** be added to the waiting list until all Application forms have been properly completed and signed as appropriate.

INCOMPLETE APPLICATIONS

If the Waitlist Application is not complete, the owner/agent will attempt to contact the applicant to obtain missing information. The applicant will have ten (10) business days to respond and provide missing information. If the applicant fails to provide required information within the ten (10) day period, the owner/agent will return the Waitlist Application.

PRELIMINARY DETERMINATION OF APPLICANT ELIGIBILITY

Information needed to determine applicant eligibility shall be obtained, verified, and the determination of applicant eligibility performed, in accordance with HUD and property eligibility requirements.

Upon receipt of the completed Waitlist Application, the owner/agent will make a preliminary eligibility determination before adding a household to the waiting list or initiating final eligibility tasks. The owner/agent will review the Waitlist Application to ensure that there are no obvious factors that would make the applicant family ineligible.



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If a preliminary eligibility review indicates that a household appears eligible for tenancy, but units of appropriate size are not available, the owner/agent will place the household on the waiting list for the property and notify the household when a suitable unit becomes available.

If no appropriate unit exists in the property, the owner/agent will reject the applicant family and send a letter.

FINAL DETERMINATION OF ELIGIBILITY

All adult applicants (and if appropriate minors) will be subject to the certain screening based on landlord/rental history, credit history and criminal history.

Criminal and credit screening are conducted before all other screening and before the owner/agent begins the processes required to make a final determination of eligibility.

If criminal history or credit history are not acceptable, the owner/agent will notify the resident and/or reject the Waitlist Application as required by HUD and indicated in the description below. The owner/agent will not conduct additional screening and will not take additional steps to determine eligibility.

If criminal history and credit history are acceptable, the owner/agent will conduct landlord screening. If landlord screening is not acceptable, the owner/agent will notify and/or reject the Waitlist Application as required by HUD and indicated in the description below. The owner/agent will not take steps to determine eligibility.

If landlord screening is acceptable, the owner/agent will complete the remaining tasks necessary to determine eligibility.

LIVE-IN AIDES

Applicants must contact the management office staff if a live-in aide will be moving in to the unit. If the family plans to include a live-in aide, the live-in aide is not required to complete the same Pre-Application or Application forms. Live-in aides must complete the Live-in Aide Application and participate in screening and other verifications that are required.

The live-in aide must meet HUD's definition of a live-in aide.

The live-in aide has no rights to the unit as a remaining family member and must agree to relinquish possession of the unit within a reasonable time if the resident is absent for an extended period of time or if the resident leaves for any reason. The live-in aide will be required to sign an acknowledgement the live-in aide has no right of residency or occupancy if the resident is absent or if the resident moves out for any reason including death.

WAITING LISTS

To ensure that applicant families are appropriately and fairly selected for the next available unit (*when a unit of the appropriate size or type is not available at the time of Waitlist Application*), it is essential for the owner/agent to maintain waiting lists. The owner/agent will place the applicant family on the waiting list after preliminary eligibility determination is complete.

Applicants will have the option of specifying a desired unit size or multiple unit sizes when completing the Waitlist Application. The applicant family will be placed on the waiting list for all requested unit sizes/types as long as:

- The applicant family meets the Occupancy Standards described in this plan, and
- The waiting list for the unit size is open

The Head-of-Household (HOH) will be contacted for the first unit that becomes available based on the selection guidelines described in this plan.



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MAINTAINING WAITING LISTS

It is the policy of the owner/agent to administer its waiting list as required by HUD handbooks and regulations. The owner/agent will update the waiting list by removing the names of applicant families based on the requirements set forth in this plan.

The owner/agent will contact each applicant family annually. The Head-of-Household (HOH) will be the only person contacted unless otherwise requested.

If this letter is unable to be delivered by the United States Postal Service, the applicant family will be rejected and the household will be removed from the waiting list.

If the Head-of-Household (HOH) fails to respond to the owner/agent inquiries regarding the desire to remain on the waiting list, the applicant family will be rejected and the household will be removed from the waiting list.

In addition, an adult member of the applicant family must contact the property if household information changes (i.e. number of household members, number of future household members, criminal history, income, etc.). If the household size or composition changes, the owner/agent will:

1. Update the waiting list information and
2. Decide whether the household needs the same or a different unit

If, as a result of the household composition change, it is determined that the applicant family will be on the waiting list for a different unit type/size than originally indicated, the applicant family will maintain their place on the waiting list for the new unit size.

REMOVING APPLICANTS FROM THE WAITING LIST

The owner/agent will remove an applicant family's name from the waiting list when if any of the following apply:

- Applicant family requests removal
- The unit that is needed – using household size as the basis – has changed, and no appropriate size/type unit exists in the property
- The unit that is needed – using household size as the basis – has changed, and the waiting list is closed for that unit size/type
- Applicant family fails to meet eligibility requirements
- Applicant family fails to meet occupancy standards
- Any individual applicant fails to meet screening requirements
- Applicant family is rejected for any reason described in this plan
- Applicant family cannot be contact by US Mail (letters are returned or undeliverable)
- Applicant family cannot be contacted by phone (number disconnected or changed)
- Applicant family cannot be contacted by other electronic means including email.
- Applicant family fails to keep Waitlist Application information up to date based on the requirements described in this plan
- Applicant family was clearly advised, in writing, of the requirement to tell owner/agent of his/her continued interest in housing by a particular time and failed to do so
- Applicant family refused second offer of a unit (See Right to Refusal Policy for additional information.)

If an applicant family is removed from the waiting list, and subsequently the owner/agent determines that an error was made in removing the applicant family, the applicant family will be reinstated at the original place on the waiting list.

If an applicant family is removed from the waiting list, and later, the applicant family feels that they are now qualified for assistance/tenancy, the applicant family must submit a new Waitlist Application. The applicant family will be placed on the waiting list, as necessary, based on the submission date and time of the **new** Waitlist Application.



There are certain situations when the owner/agent may refuse to accept a Waitlist Application. The owner/agent will not accept Waitlist Applications from individuals who were previously rejected because a member of the applicant family:

- Is subject to a state lifetime sex offender registry
- Has been rejected because he/she has been convicted of a crime as indicated in the criminal screening criteria (*certain time restrictions apply*)
- Has been evicted from another property managed or owned by the owner/agent
- Has been evicted from a federally assisted property for drug use in the last three years

In addition, if an applicant family previously accepted a unit offered by the owner/agent and the applicant family failed to take possession of the unit on the agreed upon date without notice to the owner/agent, the owner/agent reserves the right to refuse all future Pre-Applications or Applications.

SELECTING APPLICANT FAMILIES FROM THE WAITING LIST

When a unit becomes available, the owner/agent will contact the next applicant family on the waiting list (*based on the selection criteria described in this plan*) and the household members will be required to meet with management for an eligibility interview.

No decisions to offer the unit shall be made until all information presented by the applicant family has been verified and the final eligibility determination is complete.

INCOME TARGETING

Based on the HUD contract for this property, the owner/agent is required to comply with the Income Targeting Requirement. Income Targeting requires that the owner/agent implement policies to ensure that, during the property fiscal year, 40% of all applicant families that move in to the property or who begin receiving assistance fall within the Extremely Low-Income Limits for the area where the property is located.

At this time, no special selection methods are required to meet the Income Targeting requirements.

The owner/agent is required to monitor compliance throughout the year. If, after periodic review, the owner/agent discovers that the Income Targeting Requirement will not be attained, the owner/agent will only select, in order, those applicant families whose income falls within the extremely-low income levels. Once the Income Targeting Requirement is met, the owner/agent will return to the “natural” selection order.

OPENING AND CLOSING WAITING LIST

In order to ensure that applicant families on the waiting list are processed in a reasonable amount of time, the owner/agent may stop accepting Waitlist Applications and close waiting lists in whole or in part. Decisions about closing and opening the waiting list will be based on the number of Waitlist Applications available for a particular size and type of apartment and the ability of the owner/agent to house an applicant family in an appropriate apartment within a reasonable period of time.

The owner/agent will use a twelve (12) month waiting period to determine whether the waiting list may be closed. If the owner/agent has sufficient Waitlist Applications, the waiting list may be closed completely. Notices announcing that the waiting list is closed or open will be publicly announced in the following manner:

- The property web site
- Local newspapers
- Publications described in the Affirmative Fair Housing Marketing Plan
- Flyers distributed in applicable neighborhoods



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Interested parties who insist on submitting Waitlist Applications when the waiting list is closed will not be considered. The Waitlist Application **will not be reviewed** and will be returned.

During the period when the waiting list is closed, the owner/agent **will not** maintain a list of individuals who wish to be notified when the waiting list is reopened.

PRIVACY POLICY

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

Unless the individual about whom information is requested gives consent to such disclosure, neither the property owner nor its agents shall disclose any personal information to any person or agency, other than:

- Staff associated with the property as appropriate;
- Service providers as appropriate;
- HUD;
- HUD's agents;
- Contract Administrators;
- Other federal/state entity or investor auditing entities.

The Privacy Act in no way limits the owner/agent's ability to collect such information to determine eligibility, compute rent, or determine an applicant's suitability for tenancy.

VERIFICATION

The owner/agent shall obtain verifications in compliance with requirements set forth by the Department of Housing and Urban Development. After the preliminary eligibility determination, no decision to approve an Waitlist Application shall be made until information provided on the Waitlist Application form and during subsequent interviews has been collected and any necessary follow-up interviews have been performed.

All information relative to the following items must be verified as described in these procedures.

INFORMATION TO BE VERIFIED

Information to be verified includes, but is not limited to:

- 1) Eligibility for Admission, such as
 - a) Income
 - b) Assets and Asset Income
 - c) Identification
 - d) Age
 - e) Household Composition
 - f) Social Security Numbers
 - g) Citizenship And/or Legal Status
 - h) Student Status
 - i) Current HUD Assistance
- 2) Allowances, such as
 - a) Age
 - b) Disability
 - c) Full Time Student Status
 - d) Child Care Expenses
 - e) Disability Assistance Expenses
 - f) Medical Expenses (For Elderly/Disabled Households Only)
- 3) Compliance with Resident Screening Guidelines, such as
 - a) Criminal History
 - b) Credit History
 - c) Rental/Residence History
- 4) The Need for an Accessible Unit



METHODS OF VERIFICATION

Verifications will be attempted in the following order:

1. Upfront Income Verification (UIV)
2. Third-party (as appropriate)
3. In the absence of any of the above, notarized or witnessed statements from the household member (*the owner/agent is not required to accept family/self-certification*). Each file will be documented, when appropriate, to show that staff attempted to obtain third-party verification before relying on family certification.

SOURCES OF INFORMATION

Sources of information may include, **but are not limited to**:

- Any member of the applicant family
- Present and former housing providers/landlords
- Present and former employers
- Banks
- Insurance Companies
- Any Asset Manager
- Family members
- Any person or organization providing gifts/regular contributions to any member
- Credit Screening providers
- Criminal Screening providers
- Eviction Screening providers
- Social workers/Parole Officers
- Court records
- Drug Treatment Centers
- Health Providers
- Physicians
- Clergy
- Schools/Institutes of Higher Education
- Department of Homeland Security (DHS)
- Department of Health and Human Services (HHS)
- The Internal Revenue Service (IRS)
- The Social Security Administration (SSA)
- Medicare/Medicaid
- Representative of the United States Armed Forces
- Any federal/local benefit providers
- Pharmacies
- Utility Providers
- Local and non-local law enforcement
- Automated criminal databases
- Sexual Offenders registries when available
- The world wide web (internet)

The owner/agent will be the final judge of the credibility of any verification submitted by an applicant. If the owner/agent questions the validity of a document or the validity of information provided, it will be reviewed by management staff for a ruling regarding acceptability.

PERIOD FOR VERIFICATION

Only verified information that is less than 120 days old may be used for verification. Verified information not subject to change (such as a person's date of birth) will not be re-verified.



CONSENT AND VERIFICATION FORMS

Regardless of age, the Head-of-Household (HOH), the co-Head-of-Household (HOH) the spouse of the Head-of-Household (HOH) and all adult members of a household must sign HUD's consent forms so that the owner/agent can verify eligibility.

1. HUD-9887, *Notice and Consent for the Release of Information to HUD and to a PHA*
2. HUD-9887-A, *Applicant's/Resident's Consent to the Release of Information Verification by Owners of Information Supplied by Individuals Who Apply for Housing Assistance*

Consent and verification forms protect the rights and privacy of residents and applicants by allowing them to have control over any information collected about them.

All adult members of an applicant family or resident household must also sign individual verification forms authorizing the owner/agent to verify household income and applicable eligibility factors (e.g., disability status) and to allow for screening.

When a minor living in the unit turns 18, he/she will need to meet with the management staff and sign appropriate forms at the next annual recertification. Failure to do so will result in termination of subsidy for the entire household.

PROVISIONS FOR REFUSAL TO SIGN REQUIRED VERIFICATION FORMS

If any member of the applicant family does not sign and submit the consent forms as required, the owner/agent must reject the Waitlist Application and deny assistance and/or tenancy.

MISREPRESENTATION

Any information, provided by an applicant that proves to be untrue may be used to disqualify the applicant family because of misrepresentation or attempted fraud.

The owner/agent will not take any action to reduce or deny assistance based on inconsistent information received during the verification process until the owner/agent has independently investigated the information. The owner/agent considers false information about the following to be grounds for rejecting an applicant family:

- Identity
- Social Security Numbers/Information
- Income/Assets/Income from Assets
- Household Composition
- Disability
- Birth Date/Age
- Citizenship, Naturalization, And/or Eligible Immigration Status
- Eviction History
- Criminal History
- Sexual Offender Status
- Eligibility for Preferences and Priorities
- Allowances
- Current/Previous Residence History
- Current Housing Assistance
- Status as A Student

Unintentional errors that do not cause preferential treatment will not be used as a basis to reject applicant families.

APPLICANT SCREENING CRITERIA

Screening is performed in a manner that is reasonable, consistent, and complies with fair housing laws. Screening is used to help ensure that households admitted to a property will abide by the terms of the lease, pay rent on time, take care of the property and unit, and allow all residents to peacefully enjoy their homes.



Anyone who wishes to live on the property must be screened prior to moving in. This includes, but is not limited to, live-in aides, security/police officers or additional household members wishing to move-in after the initial move-in. *Certain exceptions apply to children/minors.* The current screening guidelines in place at the time the new household member applies will be used to determine eligibility for admission.

SCREENING FOR DRUG ABUSE AND OTHER CRIMINAL ACTIVITY

HUD has established standards that prohibit admission of:

1. Any applicant family in which any member was evicted in the last five years from federally assisted housing for drug-related criminal activity
2. A applicant family in which any member is currently engaged in illegal use of drugs or for which the owner/agent has reasonable cause to believe that a member's illegal use or pattern of illegal use of a drug may interfere with the health, safety, and right to peaceful enjoyment of the property by other residents (The owner/agent has implemented a policy to address the term "currently engaged". Current will be indicated and investigated if there is a record of arrest or conviction within the last five (5) years)
3. Any applicant family 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 by other residents. The screening standards are based on behavior, not the condition of alcoholism or alcohol abuse
4. Any applicant family that includes household member who is subject to any state lifetime sex offender registration requirement (household member may be removed)

In addition to HUD requirements, the owner/agent has established a policy to reject all applicant families when any member of the applicant family has engaged in criminal activity as described in this document.

The PHA will perform background checks for all adult household member. The PHA will use the preponderance of evidence as the standard for making all admission decisions. The PHA will deny admission to an applicant family if the PHA determines that the family:

- Has a pattern of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences within the past five years, which may adversely affect the health, safety, or welfare of other residents
- Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last five years
- Has engaged in or threatened violent or abusive behavior towards PHA personnel
- Has engaged in criminal activity that is a threat to the health, safety, or property of others

If the owner/agent is unable to complete required criminal or sexual offender screening due to the applicant's failure to provide required information or release forms, the applicant family will be rejected.

If a resident or applicant has requested VAWA protections and such protections have been justified based on owner/agent investigation, the alleged abuser/perpetrator will not be approved to live on the property.

The owner/agent will review certain criminal history, based on HUD recommendations, for all adult household members at each Annual Recertification.

Consideration of Extenuating Circumstances

In deciding whether to exercise discretion to admit an individual or applicant family that has engaged in prohibited criminal activity, the owner/agent will, upon request, consider all of the circumstances relevant to the particular admission or eviction decision, including but not limited to: the seriousness of the offending action; the effect that denial of the entire applicant family would have on family members not involved in the criminal activity; and the extent to which the applicant has taken all reasonable steps to prevent or mitigate the criminal activity.

Additionally, when specifically considering whether to deny admission for illegal drug use by a household member who is no longer engaged in such activity, the owner/agent will, upon request, consider whether the



household member is participating in or has successfully completed a drug rehabilitation program, or has otherwise been rehabilitated successfully.

Criminal Screening Discoveries

If the criminal background investigation results indicate that the applicant does not meet the criminal screening criteria, the owner/agent will reject the applicant in accordance with HUD guidance and the owner/agent's standards for applicant rejection.

Before rejecting the applicant family, the owner/agent will compare the information provided by the applicant with the criminal history report. If the information conflicts, the owner/agent will:

- Notify the applicant family of the proposed action based on the information;
- Provide the content of the criminal record and information about how to obtain a copy of the information;
- Provide the applicant with an opportunity to dispute the accuracy and relevance of the information obtained from any law enforcement agency;
- Allow the applicant family the opportunity to remove the household member.

In this situation, applicants will have ten (10) business days to contact the owner/agent and provide evidence to refute the criminal discovery. If the applicant fails to contact the owner/agent or indicates that he/she cannot provide documentation to refute the criminal discovery, the owner/agent will reject the Waitlist Application and remove the applicant family from the waiting list.

If, after move-in, the owner/agent discovers that there was criminal history that would have resulted in rejection, the owner/agent will contact the resident to ascertain the accuracy of the criminal report. If the resident would have been rejected had the information been known at the time of the eligibility determination, the owner/agent will take appropriate actions.

SCREENING CREDIT HISTORY

The owner/agent reviews each adult applicant's credit history for outstanding utility company collections. Also, credit history will be reviewed to determine if there is any debt owed to a prior landlord or HUD. Any applicant family that includes a member owing prior landlords, HUD, or utility company will be rejected unless:

- Such debt has been paid or
- Applicant has entered into a repayment agreement and can demonstrate that payments toward the principal amount(s) have been on time for the most current six (6) months

SCREENING RENTAL HISTORY

The owner/agent will review rental history with any landlord indicated in the past five (5) years. The owner/agent will also review information provided through automated databases including eviction databases. If any member of the applicant family has been evicted from any property, for lease violations, within the last five (5) years, the applicant family will be rejected.

PHA and landlord references for the past five years, gathering information about past performance meeting rental obligations such as rent payment record, late payment record, whether the PHA/landlord ever began or completed lease termination for non-payment, and whether utilities were ever disconnected in the unit. PHAs and landlords will be asked if they would rent to the applicant family again.

Applicants with no rental payment history will also be asked to provide the PHA with personal references. The references will be requested to complete a verification of the applicant's ability to pay rent if no other documentation of ability to meet financial obligations is available. The applicant will also be required to complete a checklist documenting their ability to meet financial obligations.

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If previous landlords or the utility company do not respond to requests from the PHA, the applicant may provide other documentation that demonstrates their ability to meet financial obligations (e.g. rent receipts, cancelled checks, etc.)

PHA and landlord references for the past five years, gathering information on whether the applicant kept a unit clean, safe and sanitary; whether they violated health or safety codes; whether any damage was done by the applicant to a current or previous unit or the development, and, if so, how much the repair of the damage cost; whether the applicant's housekeeping caused insect or rodent infestation; and whether the neighbors complained about the applicant or whether the police were ever called because of disturbances.

Police and court records within the past five years will be used to check for any evidence of disturbance of neighbors or destruction of property that might have resulted in arrest or conviction. A record or records of arrest will not be used as the sole basis for the denial or proof that the applicant engaged in disqualifying activity.

A personal reference will be requested to complete a verification of the applicant's ability to care for the unit and avoid disturbing neighbors if no other documentation is available. In these cases, the applicant will also be required to complete a checklist documenting their ability to care for the unit and to avoid disturbing neighbors.

SCREENING FOR RECEIPT OF HUD ASSISTANCE IN ANOTHER UNIT

All applicants **MUST** disclose if they are currently receiving HUD housing assistance. The owner/agent will not knowingly assist applicants who will maintain a residence in addition to the HUD-assisted unit on this property. HUD provides the owner/agent with information about an applicant's current status as a HUD housing assistance recipient.

The owner/agent will use the **EIV Existing Tenant Search** provided via HUD's Enterprise Income Verification System (EIV) to determine if the applicant or any member of the applicant family is currently receiving HUD housing assistance. This includes minors and live-in aides.

Note: The owner/agent cannot review the Existing Tenant Search for applicants who are exempt from the Social Security Number disclosure requirements.

Nothing prohibits a HUD housing assistance recipient from applying to this property. However, each member of the applicant must complete move out from the current property and/or forfeit any voucher before HUD assistance on this property will begin. Special consideration applies to minor children where two assisted families share custody

If an applicant fails to fully and accurately disclose rental history, the Waitlist Application may be denied based on the applicant's "misrepresentation" of information and the applicant family will be removed from the waiting list. This information will be reviewed periodically after move-in.

If any household member receives or attempts to receive HUD housing assistance while receiving HUD housing assistance on this property, the household member will be required to return improper payments to HUD. This is considered a material lease violation and may result in penalties up to and including eviction and pursuit of fraud.

REJECTING INELIGIBLE OR UNQUALIFIED APPLICANTS

The owner/agent reserves the right to reject applicants for admission based on any of the following:

- No unit of the appropriate size exists on the property
- The applicant family fails to meet the HUD indicated eligibility requirements for the assistance program/property



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- Any non-exempt member of the applicant family fails to provide a Social Security Number or adequate documentation to verify the Social Security Number (SSN)
- Any member of the applicant family fails to meet the applicant screening requirements
- Any member of the applicant family fails to sign appropriate verification documents
- Misrepresentation
- Fraud
- Any member of the applicant family fails to respond to management inquiries for additional information during the Waitlist Application process.
- The owner/agent is unable to contact the applicant family via US Mail (letters undeliverable or returned) and/or by phone (number disconnected or changed)
- Any member of the applicant family has a record of eviction, for lease violations, from any property within the last five years
- Any member of the applicant family has a record of outstanding or overdue payments to a previous landlord
- Any member of the applicant family has a record of outstanding or overdue payments to HUD
- Any member of the applicant family has a record of outstanding or overdue payments to utility providers
- The applicant family is unable to establish utilities in the new unit
- The applicant family is unable to pay the Security Deposit required
- The applicant family is unable to pay the first month's rent (prorated if appropriate)
- The applicant family refuses two or more unit offers

REJECTION NOTICES

The owner/agent will promptly notify the applicant family (Head-of-Household (HOH)) of the denial of admission or assistance. A rejection will be sent to the Head-of-Household (HOH) via U.S. Mail. The rejection letter will include the reason(s) for the rejection. It is up to the HOH to communicate with other adult family members. Any adult applicant may request an electronic or paper copy of the rejection letter.

APPEALING THE DECISION TO REJECT

Any applicant may make a request to appeal the rejection within **fourteen (14) calendar days from the date of the rejection**. The appeal may be made in writing, via email or through U.S. Mail. If the applicant appeals the rejection via email, the email must not contain any personally identifiable information such as a date of birth, Social Security Number, etc. See Appendix G.

The owner/agent will accept the request in an equally effective manner, as a reasonable accommodation, if there is the presence of a disability. Such requests are to be submitted to the property management office. If there is no appeal request **within fourteen (14) days**, the rejection will be considered final.

Any staff person engaged in the initial review will not be involved in the appeal. Applicants may include a representative to assist in the appeal meeting. Applicants and/or their representatives have the right to request a reasonable accommodation to:

- Assist in facilitating your request for appeal
- To assist in your participation during the appeal meeting

The owner/agent will provide notification of a final decision within five (5) business days of the meeting.

OFFERING AN APARTMENT

When a unit becomes available and eligibility is determined, available units will be offered using one or more of the following methods:

- In writing
- Over the phone
- By email



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If the owner/agent is unable to contact the household (Head-of-Household (HOH) within five (5) business days from the date of the letter, the offer will be cancelled and the apartment will be offered to the next applicant family based on the selection criteria described in this plan.

Failure to respond to the owner/agent will be considered a refusal of the unit offer. (See Right to Refusal policies.)

OFFERING ACCESSIBLE UNITS

Units that have been made accessible in accordance with the Universal Federal Accessibility Standards or the Americans with Disabilities Act Accessibility Guidelines will be offered to applicant families with disabled members first. In some cases, the owner/agent may implement marketing effort to ensure that disabled households occupy accessible units.

Units with communication accessible features will be offered to households with a verified need for communication accessible units first. Units with mobility accessible features will be offered to households with a verified need for mobility accessible units first.

After move-in, if the member(s) of the household who required the special features of the accessible unit no longer resides in the unit, and where the lease permits, the owner will require the remaining members of the household to move to a unit without accessibility features when such a unit of the appropriate size becomes available.

If there is no applicant or resident on the waiting list that has requested an accessible unit, the unit will then be offered to the next household based on the selection order.

Before the applicant family can accept that accessible unit, all adult members of the applicant family must sign an agreement that includes a requirement to move, at the household's expense, to the first available non-accessible unit that meets the household's occupancy requirements as described in this plan. The resident household will not be required to move if:

1. No unit that meets the household's occupancy requirements is available
2. There is no applicant family on the waiting list requesting an accessible unit

In either of the cases above, the household will have a maximum of thirty (30) calendar days to complete the move. If the applicant family fails to move in thirty (30) calendar days, assistance will be terminated. This rule, in no way, affects the single residence criteria. The household can only accept assistance in one unit on any given day.

OFFERING UNITS TO APPLICANT FAMILIES REQUESTING ACCESSIBILITY FEATURES

The owner/agent will not skip over a household that has reached the top of the waiting list and has indicated a need for certain unit features because of a disability.

The household will be given the opportunity to benefit from the program and decide, in compliance with the Fair Housing Act and Section 504, whether a unit meets the needs of the disabled household member. The household may accept the unit and request some modification to the unit as a reasonable accommodation. See Appendix A for information about requesting a reasonable modification.

RIGHT TO REFUSAL

The Right to Refusal Policy applies to applicant families and existing residents who have submitted a Unit Transfer Request. Residents requesting unit transfer and applicants will be offered available units based on the information included in this Resident Selection Plan.

Each household will be offered the opportunity to accept an offered apartment two (2) times. If a resident/applicant family does not wish to accept an offered apartment, they have the right to refuse the offer.



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Residents/applicant families must notify the owner/agent of their intent to refuse the unit offer by using one or more of the following methods:

- In writing (delivered by fax, mail or other means)
- By email
- Over the phone

The first time an applicant family or resident refuses a unit, the unit will be offered to the next qualified household based on the selection order described above. The applicant family or resident will retain the same place on the waiting list. The second time an applicant family or resident refuses an offered unit, the household will be removed from the waiting list.

Right to refusal policies will be modified in three cases:

1. If an applicant family requesting an accessible unit or a resident requesting an accessible unit is at the top of the waiting list, they will be offered units as they become available regardless of whether they include accessible features. A disabled household has the right to refuse an unlimited number of non-accessible units or units that do not meet specific accessibility requirements. Note: *Certain restrictions apply to non-elderly disabled households when HUD's program eligibility for the 202/8 program requires the need for an accessible unit.*
2. If an applicant family or resident household with no disabled members is at the top of the waiting list, and there are no disabled households on the waiting list, that household may be offered an accessible unit. An applicant family with no disabled household members has the right to refuse an unlimited number of accessible units or units that do not meet their needs.
3. An applicant or resident qualifies for a VAWA Emergency Transfer and the person who is a victim of a VAWA crime or the person who is affiliated with the person who is a victim of a VAWA crime does not consider the unit "safe".

UNIT TRANSFER POLICIES

The owner/agent will accept requests for transfer based on the following:

1. There is a need for a unit transfer because of a change in household size and/or composition
2. There is a need for a unit transfer based on the verified need for an accessible unit
3. There is a verified need for a reasonable accommodation or a verified medical need for a different unit
4. There is a need for a unit transfer of a household that does not require the accessibility features of a unit in which they are living
5. The resident has requested and qualifies for a VAWA Emergency Transfer.

Existing residents must complete a Unit Transfer Request with the property management. The owner/agent will accept the Unit Transfer Request in an equally effective format, as a reasonable accommodation, if there is the presence of a disability. Special consideration is given when the unit transfer is requested because:

- There is a verified need for a reasonable accommodation or a verified medical need for a different unit
- There is a need for a unit transfer of a household that does not require the accessibility features of a unit in which they are living to accommodate a disabled resident/applicant on the waiting list.
- The resident has requested and qualifies for a VAWA Emergency Transfer
- There is a change in household size that makes the current unit too large or too small for the family based on the owner/agent's occupancy standards

Except where reasonable accommodation is being requested, the PHA will only consider transfer requests from residents that meet the following requirements:

- Have not engaged in criminal activity that threatens the health and safety of residents and staff
- Owe no back rent or other charges, or have a pattern of late payment
- Have no housekeeping lease violations or history of damaging property
- Can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities)
- A resident with housekeeping standards violations will not be transferred until the resident passes a follow-up housekeeping inspection.



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- Exceptions to the good record requirement may be made when it is to the PHA's advantage to make the transfer.
- Exceptions will also be made when the PHA determines that a transfer is necessary to protect the health or safety of a resident who is a victim of domestic violence, dating violence, sexual assault, or stalking, and who provides documentation of abuse. Tenants who are not in good standing may still request an emergency transfer under VAWA.
- If a family requested to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines, the family will not be eligible to transfer to a larger size unit for a period of two years from the date of admission, unless they have a change in family size or composition, or it is needed as a reasonable accommodation.

SECURITY DEPOSITS, PET DEPOSITS & UNIT TRANSFERS

When a resident transfers to a new unit with all other household members, the owner/agent will transfer the existing Security Deposit and Pet Deposit to the new unit. The resident must pay for any damage charges within thirty (30) days.

When a resident owns a pet, the original unit will be assessed for damages caused by the pet. The Pet Deposit will be reduced by charges for those damages and the resident will be required to obtain a Pet Deposit balance of \$200.00 for the new unit.

If damages to the unit, caused by the pet, exceed the Pet Deposit amount, the resident must pay for any damage charges within thirty (30) days.

SECURITY DEPOSITS & UNIT TRANSFERS

When a resident transfers to a new unit with all other household members, the owner/agent will transfer the existing Security Deposit to the new unit. The resident must pay for any damage charges within thirty (30) days.

HOUSEHOLD SPLIT

In some cases, a household may split. A Split Household is defined as one assisted household becoming two or more assisted households.

This happens when one or more household members move out of the unit in to a new unit. Some of the original household members remain in the original unit.

When this happens, those members establishing a "new" household will be treated as applicants with a preference. Initial Certification documents must be completed and submitted to the owner/agent.

The "new" household must be eligible and must meet all screening requirements. The Resident Selection Plan in effect at the time of the final eligibility determination will be used.

Please note: Special consideration applies to people who are victims of VAWA crimes or people who are affiliated with victims of VAWA crimes – specifically when the accused perpetrator lives in the unit. Please review the VAWA policy – Lease Bifurcation - in Appendix D or contact property staff for additional information.

SECURITY DEPOSITS, PET DEPOSITS & HOUSEHOLD SPLITS

If the household "splits" and one or more residents remain in the original unit, the original Security Deposit will remain with the original unit and a new Security Deposit will be collected for the new unit.

If a pet remains in the original unit, the Pet Deposit will remain with the original unit.

If all pets are being moved to the new unit, the Pet Deposit will transfer to the new unit. The pet owner/resident will receive a bill for fees or damages caused by the pet. This bill must be paid within 30 days.



RECERTIFICATIONS

HUD requires that the HRA recertify all families at least annually. At annual recertification, families must report their current household composition, income, deductions and allowances. Between regular annual recertifications, HUD requires that families report all changes in household composition but the HRA decides what other changes must be reported and the procedures for reporting them.

ANNUAL RECERTIFICATIONS

The terms annual recertification and annual reexamination are synonymous. In order to be recertified, families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition. All families will be notified of their obligation to recertify.

Families generally are required to participate in an annual reexamination interview, which must be attended by the head of household and spouse or cohead. If participation in an in-person interview poses a hardship because of a family member's disability, the family should contact the PHA to request a reasonable accommodation.

Notification of annual reexamination interviews will be either delivered to the tenant or sent by first-class mail and will contain the date, time, and location of the interview. In addition, it will inform the family of the information and documentation that must be brought to the interview.

If the family is unable to attend a scheduled interview, the family should contact the PHA in advance of the interview to schedule a new appointment. In all circumstances, if a family does not attend the scheduled interview the PHA will send a second notification with a new interview appointment time.

After the first annual reexamination, the resident will be offered a choice to complete the process either in person or by mail. If by mail is chosen, a deadline of 10 business days to complete and return to the HRA office.

If a family fails to attend or return the packet for three scheduled interviews/attempts without PHA approval, the family will be in violation of their lease and may be terminated.

An advocate, interpreter, or other assistant may assist the family in the interview process.

REPORTING INTERIM CHANGES

All families must report all changes in earned and unearned income, which is more than \$200/month. Generally, the family will not be required to attend an interview for an interim reexamination. However, if the PHA determines that an interview is warranted, the family may be required to attend.

Based on the type of change reported, the PHA will determine the documentation the family will be required to submit. The family must submit any required information or documents within 10 business days of receiving a request from the PHA. This time frame may be extended for good cause with PHA approval. The PHA will accept required documentation by mail, by email, by fax, or in person.

If the tenant rent is to *increase*:

The increase generally will be effective on the first of the month following 30 days' notice to the family.

If a family fails to report a change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis. The family will be responsible



for any underpaid rent and may be offered a repayment agreement in accordance with the policies in Chapter 16.

If the tenants rent is to *decrease*:

The decrease will be effective on the first day of the month following the month in which the change was reported. In cases where the change cannot be verified until after the date the change would have become effective, the change will be made retroactively.

CHANGES IN HOUSEHOLD COMPOSITION

ADDING HOUSEHOLD MEMBERS AFTER INITIAL OCCUPANCY

The owner/agent must approve any new adult household member **before** he/she moves in to the unit. Eligibility criteria, screening criteria and compliance with occupancy standards will be reviewed before the new household member is approved or denied.

The request to add a new household member will not be considered if the resident has provided notice to vacate the unit. This helps prevent applicants from “jumping” ahead on the waiting list.

Any new adult household member will be considered an applicant and must participate in the eligibility determination and screening processes described in the Resident Selection Plan in place at the time of the eligibility determination.

This policy applies to live-in aides as well. Screening criteria will also be applied to live-in aides, **except for the criterion regarding credit performance or the ability to pay rent on time** because live-in aides are not responsible for rental payments.

However, live in aides must meet other screening criteria established by the owner/agent. Income and/or allowances received by live-in aides will not be considered.

Information about new household members who are minors must be provided to the owner/agent as quickly as possible but within no more than thirty (30) calendar days. This includes, as applicable, required eligibility information including Social Security Numbers, proof of citizenship or non-citizen eligibility and other pertinent information.

If the new household member is under the age of six, special consideration regarding Social Security Number disclosure and verification of Social Security Numbers is given. The household will be given ninety (90) calendar days to provide the Social Security Number and adequate documentation to verify the Social Security Number provided. In some cases, an additional ninety (90) days may be provided.

If the household fails to provide the required Social Security Number information within the allotted timeframe, the household’s tenancy will be terminated (eviction) in accordance with HUD requirements.

Each dependent child that lives in the unit may be eligible for a \$480 deduction that decreases the monthly rent payment by roughly \$12.00 per month. The rent payment will be re-calculated to reflect any income or allowances for the new household member.

If the rent increases, the increase will take effect the first of the month following delivery of a 30-day notice of change to rent. If the rent decreases, the decrease will take effect the first of the month following the addition of the new household member.

Failure to notify the owner/agent about changes in household composition as described above may result in retroactive rent changes and/or termination of subsidy/tenancy for the entire household. Please contact the owner/agent or property staff if you have questions about this policy.



REMOVING HOUSEHOLD MEMBERS AFTER INITIAL OCCUPANCY

Residents must notify the owner/agent if any household member listed on the lease or on HUD Form 50059 leaves the unit. This notification must occur as quickly as possible but within no more than thirty (30) calendar days.

Upon notice, the rent payment will be re-calculated to remove any income or allowances for the previous household member. If the rent increases, the increase will take effect the first of the month following delivery of a 30-day notice of change to rent. If the rent decreases, the decrease will take effect the first of the month following the removal of the household member.

Failure to provide notice to the owner/agent, within thirty (30) days, could result in rent increases retroactive to the first of the month after the household member left. Subsidy paid in error will be returned, as required, to the Department of Housing & Urban Development.

If the resident fails to notify the owner/agent of a change in household composition within thirty (30) calendar days, and that change would result in a rent decrease, the owner/agent will make the decrease effective the first of the month following the notice. No retroactive rent credits will be returned to the resident.

Failure to notify the owner/agent about changes in household composition may result in termination of subsidy and/or tenancy for the entire household. Please contact the owner/agent if you have questions about this policy.

ABSENCE DUE TO MEDICAL REASONS

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the HRA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a facility, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 180 consecutive days, the family member will not be considered permanently absent, as long as rent and other charges remain current.

APARTMENT INSPECTIONS

All apartments must undergo periodic inspection conducted by the on-site management team, HUD or HUD's representatives/agents. These inspections include not only interior but also exterior inspections. Residents have the right to be present, and are, in fact encouraged, to be present during unit inspection.

The move-in inspection is an opportunity to familiarize the new resident with the property and the unit, as well as to document its current condition. By performing move-in inspections, the owner/agent and residents are assured that the unit is in livable condition and is free of damages. A move-in inspection gives the owner/agent an opportunity to familiarize residents with the operation of appliances and equipment in the unit.

The move-out inspection is conducted when a household vacates a unit. The owner/agent will list the damages on the Unit Inspection Form and compare it with the Unit Inspection Form completed at move-in to determine if there is any damage or excessive wear-and-tear.

In addition, the owner/agent will perform **unit inspections on at least an annual basis** to determine whether the appliances and equipment in the unit are functioning properly and to assess whether a component needs to be repaired or replaced. This is also an opportunity to determine any damage to the unit and, if so, make the necessary repairs. At this time, residents may be charged for damages to the unit so long as those damages are not the result of normal wear-and-tear.



HUD, or its authorized contractor(s), has the right to inspect the units and the entire property to ensure that the property is being well maintained. These inspections assure HUD that owners and their agents are fulfilling their obligations under the regulatory agreements and/or subsidy contracts and that residents are provided with decent, safe, and sanitary housing. PHA staff may conduct a special inspection for any of the following reasons: housekeeping, unit condition, suspected lease violation, preventive maintenance, routine maintenance, and there is a reasonable cause to believe an emergency exists.

LEASE TERMINATIONS

Either party to the dwelling lease agreement may terminate the lease in accordance with the terms of the lease. There are policies that govern voluntary termination of the lease by the family. The PHA has the authority to terminate the lease because of the family’s failure to comply with HUD regulations, for serious or repeated violations of the terms of the lease, and for other good cause.

TERMINATION BY TENANT

The tenant may terminate the lease by providing the HRA with a written **30 calendar day** advance notice as defined in the lease agreement.

MANDATORY TERMINATION BY HRA

HUD requires mandatory termination of the lease for certain actions or inactions of the family.

- Failure to provide consent- member fails to sign and submit any consent form required to sign for any reexamination
- Failure to document citizenship
- Failure to disclose and document social security numbers
- Filaure to accept the PHA’s offer of a lease revision
- Methamphetamine conviction
- Lifetime Registered Sex Offenders
- Death of sole family member

TERMINATION BY HRA- OTHER AUTHORIZED REASONS

The lease may be terminated by the HRA at any time by giving written notice for serious or repeated violation of material terms of the lease, such as, but not limited to the following:

- Nonpayment of rent or other charges due under the Lease, or repeated chronic late payment of rent;
- Engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or neighbors;
- Disturbing other residents’ peaceful enjoyment of their accommodations and not maintaining the project in a decent, safe, and sanitary condition;



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Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications;

Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;

Use of the premises for purposes other than solely as a dwelling unit for the Tenant and Tenant's household as identified in this Lease, or permitting its use for any other purposes;

Failure to abide by necessary and reasonable rules made by the Landlord for the benefit and well being of the housing project and the Tenants;

Failure to abide by applicable building and housing codes materially affecting health or safety;

Failure to permit access to the unit by the PHA after proper advance notification for the purpose of performing routine inspection and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is a reasonable cause to believe that an emergency exists;

Failure to dispose of garbage waste and rubbish in a safe and sanitary manner;

Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;

Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;

Engage in or threatened behavior toward PHA personnel;

Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas; or

The Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, *on or off* the premises (as defined in the lease), while the Tenant is a Tenant in federally subsidized housing, and such criminal activity shall be cause for termination of tenancy. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)). Because the CSA prohibits all forms of marijuana use, the use of "medical marijuana" is illegal under federal law even if it is permitted under state law.

If contraband or a controlled substance is seized on the above premises, incidental to a lawful search or arrest, the Landlord (the HRA) will be notified by the County Attorney's Office that it is to bring an unlawful detainer action against that Tenant. The Landlord (HRA) will then commence unlawful detainer procedures to terminate the Lease.

Alcohol abuse that the HRA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Non-compliance with Non-Citizen Rule requirements.

Other good cause



NOTIFICATION REQUIREMENTS

The HRA's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, and it will offer the resident all of the rights and protections afforded by the regulations and this policy. (See Chapter on Complaints, Grievances and Hearings.)

Notices of lease termination shall be in writing and delivered to tenant or adult member of the household . The PHA will attempt to deliver notices of lease termination by first-class mail and certified mail the same day. The return of the certified mail receipt, whether signed or unsigned, shall be considered to be proof that the resident received proper notification.

Timing of the Notice

If the HRA terminates the lease, written notice will be given as follows:

At least 14 calendar days prior to termination in the case of failure to pay rent;

A reasonable time, according to State law, considering the seriousness of the situation when the health or safety of other residents or HRA employees is threatened;

At least thirty days prior to termination in all other cases.

The HRA shall notify the Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related criminal activity.

Criminal Activity

HUD regulations specify the requirements for the notice that must be provided prior to lease termination. The PHA will conduct criminal records checks when it has come to the attention of the PHA that an individual has engaged in the destruction of property, engaged in violent activity against another person, or has interfered with the right to peaceful enjoyment of the premises of other residents. All adult household members must sign consent forms for release on an annual basis.

In all cases where criminal record or sex offender registration information would result in lease enforcement or eviction, the PHA will notify the household in writing of the proposed adverse action and will provide copy of such information. The tenant will have an opportunity to dispute the accuracy and relevance of the information before an eviction or lease enforcement is taken.

The family will be given 10 business days from the date of the PHA notice to dispute accuracy and relevance of the information. If the family does not contact the PHA in the 10 business day period, the PHA will proceed with the termination action. Should the tenant not exercise the right to dispute prior to any adverse action, the tenant still had the right to dispute in the grievance hearing or court trial.

RECORD KEEPING

A written record of every termination and/or eviction shall be maintained by the HRA and shall contain the following information:

Name of resident, number and identification of unit occupied;



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Date of the Notice of Lease Termination and any other notices required by State or local law; these notices may be on the same form and will run concurrently;

Specific reason(s) for the Notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the Notices described in detail (other than the Criminal History Report);

Date and method of notifying the resident;

Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions.

PROHIBITION AGAINST TERMINATING TENANCY OF VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE AND STALKING

The Violence against Women Reauthorization Act of 2005 (VAWA), provides that “criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of the tenancy or occupancy rights, if the tenant or immediate family member of the tenant’s family is the victim or threatened victim of that abuse.” VAWA further provides that incidents of actual or threatened domestic violence, dating violence, or stalking may not be construed either as serious or repeated violations of the lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence.

VAWA does not limit the PHA’s authority to terminate the tenancy of any tenant if the PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property.

See Appendix D for more information on Violence Against Women Act

EVICCTIONS

When a family does not vacate the unit after receipt of a termination notice, by the deadline given in the notice, the PHA will follow state and local landlord-tenant law in filing an eviction action with the local court that has jurisdiction in such cases.

If the eviction action is finalized in court and the family remains in occupancy beyond the deadline given to vacate given by the court, the PHA will seek assistance of the court to remover the family from the premises as per state and local law.

RENTAL ASSISTANCE

Terminating Rental Assistance

- When terminating a tenant’s assistance, the owner increases the tenant’s rent to market rent (or contract rent) and, where applicable, makes the assistance available to another tenant.
- When terminating assistance, an owner must provide proper notice to the tenant of the increase in the tenant’s rent.
REMINDER: When provided to a tenant with a disability, this notice must be in a form accessible to the tenant (e.g., in Braille or audio form for a tenant with a vision impairment).



- Written notice should include:
 - The specific date the assistance will terminate;
 - The reason(s) for terminating assistance;
 - The amount of rent the tenant will be required to pay;
 - Notification that if the tenant fails to pay the increased rent, the owner may terminate tenancy and seek to enforce the termination in court; and
 - The tenant has a right to request, within 10 calendar days from the date of the notice, a meeting with the owner to discuss the proposed termination of assistance.
- The notice should be served by:
 - Sending a letter by first class mail, properly stamped and addressed and including a return address, to the tenant at the unit address; and
 - Delivering a copy of the notice to any adult person answering the door at the unit. If no adult answers the door, the person serving the notice may place it under or through the door, or affix it to the door.
- The date on which the notice is deemed received by the tenant is the later of:
 - The date the first class letter is mailed; or
 - The date the notice is properly given.
- Service of the notice is deemed effective once the notice has been both mailed and hand delivered.

Reinstating Rental Assistance

- An owner may reinstate a tenant's terminated assistance if:
 - The original termination of assistance was due to:
 - A tenant's failure to recertify, or
 - A tenant's increased ability to pay;
 - The original termination of assistance was not due to fraud;
 - The tenant is eligible for assistance (based on the income and rent calculation, the tenant would pay less than market rent);
 - The tenant submits the required information; and
 - Assistance is available for the unit.

COMPLAINTS, GRIEVANCES AND APPEALS

The informal hearing requirements defined in HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of the HRA. It is the policy of the HRA to ensure that all families have the benefit of all protections due to them under the law.

Grievances shall be handled in accordance with the HRA's approved Grievance Procedures. The written grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals. See Appendix G for Red Wing HRA Grievance Procedures & Appendix H 504 Grievance Procedures.



Informal Hearings for Applicants

When the HRA makes a decision that has a negative impact on an applicant family, the family is often entitled to appeal the decision. Informal hearings provide applicants the opportunity to review the reasons for denial of admission and to present evidence to refute the grounds for denial. Ineligible applicants will be promptly provided a letter detailing their status, stating the reason for ineligibility and offering opportunity for an informal hearing. This letter must also include that persons with disabilities have the right to request reasonable accommodations to participate in the informal hearing process.

Applicants must submit their request for an informal hearing in writing to the HRA within **fourteen (14)** days from the date of the notification of their ineligibility.

If the applicant requests an informal hearing, the HRA will provide an informal hearing within **fourteen (14)** working days of receiving the request. The HRA will notify the applicant of the place, date, and time.

An impartial hearing officer will conduct informal hearing. The person who is designated as the hearing officer cannot be the person who made the determination of ineligibility or a subordinate of that person.

The applicant may bring to the informal hearing any documentation or evidence s/he wishes and the evidence along with the data compiled by the HRA will be considered by the hearing officer.

The hearing officer will make a determination based upon the merits of the evidence presented by both sides. Within **five (5)** working days of the date of the informal hearing, the hearing officer will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

The grievance procedures do not apply to HRA determinations that affect applicants.

Informal Hearings with Regard to Noncitizens

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while the HRA hearing is pending but assistance to an applicant may be delayed pending the HRA hearing.

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the HRA notifies the applicant or tenant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with the HRA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give the HRA a copy of the appeal and proof of mailing or the HRA may proceed to deny or terminate. The time period to request an appeal may be extended by the HRA for good cause.

The request for a HRA hearing must be made within fourteen days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in the Grievance Procedures section of this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the HRA will:

Deny the applicant family.

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Defer termination if the family is a participant and qualifies for deferral.

Terminate the participant if the family does not qualify for deferral.

If there are eligible members in the family, the HRA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

Grievance Procedures for Residents

Definitions

Grievance. Any dispute which a tenant may have with respect to a Housing Authority action or failure to act in accordance with the individual tenant's lease or HRA regulations which adversely affect the individual tenant's rights, duties, welfare, or status.

Complainant. Any tenant whose grievance is presented to the HRA or at the site/management office informally or as part of the informal hearing process.

Due Process Determination. A determination by HUD that law of the jurisdiction requires that the tenant must be given the opportunity for a hearing in court, which provides the basic elements of due process before eviction from the dwelling unit.

Expedited Grievance. A procedure established by the PHA for any grievance or termination that involves:

Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the PHA's premises by other residents or employees of the PHA; or

Any drug-related criminal activity on or off the premises

Hearing Officer/Hearing Panel. An impartial person selected by the PHA, other than the person who made or approved the decision under review, or a subordinate of that person. The individual does not need legal training.

Tenant. The adult person (or Persons) (other than a live-in aide) who resides in the unit and who executed the lease with the PHA as lessee of the dwelling unit.



Elements of Due Process. An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required.

Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;

Opportunity for the tenant to examine all relevant documents, records, and regulations of the HRA prior to the trial for the purpose of preparing a defense;

Right of the tenant to be represented by counsel;

Opportunity for the tenant to refute the evidence presented by the HRA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;

A decision on the merits of the case.

APPLICABILITY

The grievance procedure is applicable only to individual tenant issues relating to the PHA. It is not applicable to disputes between tenants not involving the PHA. The grievance procedure is not to be used as a forum for initiating or negotiating policy changes of the PHA. This Grievance Procedure applies to all individual grievances, except any grievance concerning a termination of tenancy or eviction that involves:

Any activity, not just criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or HRA employees, or

Any drug-related criminal activity *on* or *off* such premises, or

Any criminal activity that resulted in felony conviction of a household member.

Informal Conference Procedures

Any grievance shall be presented orally or in writing to the HRA office or to the housing management office that sent the notice on which the grievance is based. The complainant must sign written grievances. The grievance must be presented within a reasonable time, not past the first working day after the fifth day of the action or failure to act, which is the basis for the grievance. It may be simply stated, but shall specify:

The particular grounds upon which it is based,

The action requested; and

The name, address, and telephone number of the complainant, and similar information about the complainant's representative, if any.

The purpose of the initial discussion is to discuss and to resolve the grievance without the necessity of a formal hearing.

Within five working days, a HRA representative will give a summary of this discussion to the complainant. One copy will be filed in the tenant's file.

The summary will include names of participants, the date of the meeting, the nature of the proposed disposition, and the specific reasons for the disposition. The summary will also specify the steps by which a formal hearing can be obtained.

DISSATISFACTION WITH INFORMAL CONFERENCE

If the complainant is dissatisfied with the proposed disposition of the grievance, s/he shall submit a written request for a formal hearing within **ten (10)** working days of the **date** of the summary of the informal meeting.

The request for a formal hearing must be presented to the HRA's office.

Failure to Request a Formal Hearing

If the complainant does not request a formal hearing within **ten (10)** working days, s/he waives his/her right to a hearing, and the HRA's proposed disposition of the grievance will become final. This section in no way constitutes a waiver of the complainant's right to contest the HRA's disposition in an appropriate judicial proceeding.

Right to a Hearing

After exhausting the informal conference procedures outlined above, a complainant shall be entitled to a hearing before a hearing officer.

The head of household must attend the hearing.

If rescheduling of the hearing is necessary, the hearing must be rescheduled at least 1 day in advance of the scheduled hearing time or the complainant waives their right to a hearing.

If the complainant fails to appear within 15 minutes of the scheduled time, the complainant waives their right to a hearing.

The HRA will provide reasonable accommodation for persons with disabilities to participate in the hearing. The HRA must be notified within 2 days of the scheduled time if special accommodations are required.

SELECTION OF HEARING OFFICER

A grievance hearing shall be conducted by an impartial person or persons appointed by the HRA other than the person who made or approved the HRA action under review, or a subordinate of such person.

Procedures to Obtain a Hearing

Informal Prerequisite

All grievances must be informally presented as a prerequisite to a formal hearing.

The hearing officer may waive the prerequisite informal conference if, and only if, the complainant can show good cause why s/he failed to proceed informally.

Escrow Deposit

Before a hearing is scheduled in any grievance involving an amount of rent the HRA claims is due, the complainant shall pay to the HRA all rent due and payable as of the month preceding the month in which the act or failure to act took place.

The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account each month until the complaint is resolved by decision of the hearing official or panel.

The HRA may waive these escrow requirements in extraordinary circumstances.

Unless so waived, failure to make the required escrow payments shall result in termination of the grievance procedure.

Failure to make such payments does not constitute a waiver of any right the complainant may have to contest the HRA's disposition of the grievance in any appropriate judicial proceeding.

SCHEDULING

If the complainant complies with the procedures outlined above, a hearing shall be scheduled by the **hearing officer** promptly within **ten (10)** working days at a time and place reasonably convenient to the complainant and the HRA.

A written notification of the date, time, place, and procedures governing the hearing shall be delivered to the complainant and the appropriate HRA official.

If the tenant does not appear at the scheduled time of the hearing, the hearing officer will wait up to 15 minutes. After 15 minutes, they will be considered to have failed to appear. The hearing officer will re-schedule the hearing only if the tenant can show good cause for the failure to appear, or it is needed as a reasonable accommodation for a person with disabilities.

Hearing Procedures

The hearing shall be held before a hearing officer.

The complainant shall be afforded a fair hearing and be provided the basic safeguards of due process to include:

The opportunity to examine and to copy before the hearing, see next paragraph, all documents, records and regulations of the HRA that are relevant to the hearing with at least a 24 hour notice to the legal department prior to the hearing. The HRA at the hearing may not rely upon any document not so made available after request by the complainant. The formal hearing packet is free of charge to the tenant.

The HRA shall also have the opportunity to examine and to copy at the expense of the HRA all documents, records and statements that the family plans to submit during the hearing to refute the HRA's inaction or proposed action. Any documents not so made available to the HRA may not be relied upon at the hearing.

The right to a private hearing unless otherwise requested by the complainant.

The right to be represented by counsel or other person chosen as a representative.

The right to present evidence and arguments in support of the complaint, to controvert evidence presented by the HRA, and to confront and cross-examine all witnesses upon whose testimony or information the HRA relies, limited to the issues for which the complainant has received the opportunity for a formal hearing; and

The right to a decision based solely and exclusively upon the facts presented at the hearing.

If the hearing officer determines that the issue has been previously decided in another proceeding, a decision may be rendered without proceeding with the hearing.

If the complainant or HRA fail to appear at the scheduled hearing, the **hearing officer** may:



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Make a determination that the party has waived his/her right to a hearing.

Such a determination in no way waives the complainant's right to appropriate judicial proceedings in another forum.

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the HRA must sustain the burden of justifying the HRA action or failure to act against which the complaint is directed.

Decisions of the Hearing Officer/Panel

The hearing officer shall give the HRA and the complainant a written decision, including the reasons for the decision, within 10 days following the hearing. The HRA will place one copy in the tenant files. The written decision will be sent to the address provided at the hearing.

The decision of the hearing officer shall be binding on the HRA which shall take all actions necessary to carry out the decision, unless the complainant requests Board action within 10 days prior to the next Board meeting. The HRA Commissioners' decision will be mailed to the complainant with 10 days following the Board meeting, and so notifies the complainant that:

The grievance does not concern the HRA action or failure to act in accordance with or involving the complainant's lease or HRA regulations which adversely affect the complainant's rights, duties, welfare or status;

The decision of the hearing officer is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the HRA.

A decision by the hearing officer or HRA Commissioners in favor of the HRA or which denies the relief requested by the complainant in whole or part shall not constitute a waiver of, nor affect in any manner whatever, the rights of the complainant to a trial or judicial review in any proceedings which may thereafter be brought in the matter.

Housing Authority Eviction Actions

If a tenant has requested a hearing in accordance with these duly adopted Grievance Procedures on a complaint involving a HRA notice of termination of tenancy, and the hearing officer upholds the HRA action, the HRA shall not commence an eviction action until it has served a notice to vacate on the tenant.

In no event shall the notice to vacate be issued prior to the decision of the hearing officer having been mailed or delivered to the complainant.

Such notice to vacate must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, or on the termination date as stated in the notice of termination, whichever is later, appropriate action will be brought against the complainant. The complainant may be required to pay court costs and attorney fees.

CHANGES TO THE RESIDENT SELECTION PLAN

Applicant families will be notified in writing when the Resident Selection Plan undergoes significant change or when preferences are added or removed. At that time, applicant families will be:

1. Given an opportunity to review the new plan
2. Notified of changes to preferences
3. Asked if they wish to remain on the waiting list



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If the applicant family does not respond, that household will be deemed ineligible and removed from the waiting list. The current Resident Selection Plan, in place at the time of final eligibility determination, will be used to make a final decision to approve or reject the Waitlist Application.



APPENDIX A – REQUEST FOR REASONABLE ACCOMMODATION OR MODIFICATION

The owner/agent is committed to complying with the Fair Housing Act and Section 504 of the Rehabilitation Act by ensuring that its policies and practices do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities in connection with the operation of housing services or programs solely on the basis of such disabilities.

If an individual with a disability requests an accommodation or modification, the owner/agent will fulfill these requests, unless doing so would result in a fundamental alteration in the nature of the program or create an undue financial and administrative burden. In such a case, if possible, the owner/agent will offer an alternative solution that would not result in a financial or administrative burden.

The owner/agent informs all applicants/residents that, at any time, the applicant/resident or a person acting on behalf of the applicant/resident may make a request for reasonable accommodation or modification for an individual with a disability.

At the time of Waitlist Application or Application, all applicants may review the Reasonable Accommodation Modification (RAM) Policy. The RAM Policy is also provided in an electronic or paper format upon the applicant's request.

All applicants/residents may request a Reasonable Accommodation/Modification (RAM) Request Form when requesting a reasonable accommodation or modification. The request will be accepted in an equally effective format, as a reasonable accommodation, if there is the presence of a disability. A resident or applicant may submit the request in writing, electronically or orally, or use another equally effective means of communication to request an accommodation or modification.

Residents and applicants may contact the management office located within their property for information about requests.

The owner/agent will provide an initial reply to requests as quickly as possible, but no more than ten (10) business days from the receipt of the request unless the owner/agent explains the delay. Response may include but is not limited to:

1. Request Approval
2. Request Denial
3. Request for Additional Information or Verification of Need

The owner/agent will consent to or deny the request as quickly as possible. Unless the owner/agent explains the delay, the applicant/resident will be notified of the decision to consent or deny within no more than thirty (30) calendar days after receiving all necessary information and documentation from the resident and/or appropriate verification sources. All decisions to grant or deny reasonable accommodations will be communicated in writing or, if required/requested, in an alternative format.

Exceptions to the thirty (30) day period for notification of the owner/agent's decision on the request will be provided to the resident setting forth the reasons for the delay.

If the request for reasonable accommodation or modification is denied, the requestor has the right to appeal the decision within ten (10) business days of the date of the notification of denial. The appeal meeting will be conducted by a person who was not originally involved in the decision to deny.



APPENDIX B – CITIZEN/NON-CITIZEN ELIGIBILITY

Applicants are required to declare U.S. Citizenship or submit evidence of eligible immigration status for each of household member seeking housing assistance. The owner/agent is required to obtain the following documents:

1. Family Summary Sheet (lists all household members who will reside in the assisted unit)
2. Citizenship Declaration (Each household member listed on the Household Summary Sheet must complete)
3. Forms and/or evidence of citizen/immigration status

If you have any questions or difficulty in providing the described information or determining the type of documentation required, please contact the management office. If you are unable to provide the required documentation in the timeframe indicated, you must contact the management office and request an extension. If you fail to provide this information, the owner/agent cannot provide assistance.

The owner agent will offer the household assistance, providing subsidy to those household members whose documents were received on time when the following criteria is met:

1. Assistance/unit is available
2. The household has come to the top of the waiting list
3. At least one member of the household has submitted the required documentation in a timely manner and has been determined to be eligible based on all of the criteria in this Resident Selection Plan

If any household member is determined to be an ineligible non-citizen, either at Waitlist Application or Application or after move-in, assistance may be prorated or terminated.

REQUIRED DOCUMENTATION

The owner/agent must obtain the following documentation for each household member regardless of age:

- From U.S. citizens, a signed declaration of citizenship. The owner/agent requires verification of the declaration. The following documents will be accepted as proof of citizenship
 - o United States (U.S.) Passport
 - o U.S. birth certificate
 - o Other documentation as provided by HUD or DHS
- From non-citizens claiming eligible status who is 62 or older:
 - o A signed declaration of eligible immigration status and
 - o Proof of age
- From non-citizens claiming eligible status who is not 62 or older:
 - o A signed declaration of eligible immigration status **and**
 - o A signed consent form **and**
 - o One of the DHS-approved documents
 - Form I-551, *Permanent Resident Card*.
 - Form I-94, *Arrival-Departure Record* annotated with one of the following:
 - “Admitted as a Refugee Pursuant to Section 207”;
 - “Section 208” or “Asylum”;
 - “Section 243(h)” or “Deportation stayed by Attorney General”;
 - “Paroled Pursuant to Section 212(d)(5) of the INA.”
 - Form I-94, *Arrival-Departure Record* (with no annotation) accompanied by one of the following:
 - A final court decision granting asylum (but only if no appeal is taken);
 - A letter from an DHS asylum officer granting asylum (if Pre-Application or Application was filed on or after October 1, 1990) or from an DHS district director granting asylum (Pre-Application or Application filed was before October 1, 1990);
 - A court decision granting withholding of deportation; or
 - A letter from an asylum officer granting withholding of deportation (if Pre-Application or Application was filed on or after October 1, 1990).

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- A receipt issued by the DHS indicating that a Pre-Application or Application for issuance of a replacement document in one of the above-listed categories has been made and that the applicant's entitlement to the document has been verified.
- Other acceptable evidence.

If other documents are determined by the DHS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the Federal Register.

TIMEFRAMES FOR SUBMITTING EVIDENCE OF CITIZENSHIP/IMMIGRATION STATUS TO THE OWNER/AGENT

Applicants must submit required documentation of citizenship/immigration status no later than the date the owner/agent initiates verification of other eligibility factors. Owner/agents determine the applicant's citizenship or immigration status during the final eligibility determination prior to move-in.

If the applicant cannot supply the documentation within the owner/agent's specified timeframe, the owner/agent **may** grant the applicant an extension of not more than thirty (30) days, **but only if** the applicant certifies that the documentation is temporarily unavailable and additional time is needed to collect and submit the required documentation. (Although the extension period may not exceed thirty (30) days, the owner/agent may establish a shorter extension period based on the circumstances of the individual case.)

The owner/agent will inform the applicant if an extension request is granted or denied. If the request is granted, the owner/agent will include the new deadline for submitting the documentation. If the request is denied, the owner/agent will state the reasons for the denial in the response. When granting or rejecting extensions, the owner/agent will treat applicants consistently.

REVIEWING AND VERIFICATION OF A HOUSEHOLD'S CITIZENSHIP/IMMIGRATION STATUS

Owner/agents will conduct primary verification through the (Systematic Alien Verification for Entitlements) SAVE ASVI database - the Department of Homeland Security (DHS) automated system.

After accessing the ASIV database, the owner/agent enters the required data fields. The system will display one of the following messages for immigration status confirmation on the screen.

- Lawful Permanent Resident
- Temporary Resident
- Conditional Resident
- Asylee
- Refugee
- Cuban/Haitian Entrant
- Conditional Entrant

Secondary verification. If the message "institute secondary verification" is displayed on the screen, the manual verification process must be used.

Within ten (10) days of receiving an "Institute Secondary Verification" response, the owner/agent will prepare DHS Form G-845S, *Document Verification Request*. The owner/agent will send DHS Form G-845S and photocopies of the DHS documents submitted by the applicant to the DHS office serving the property's jurisdiction.

The DHS will return to the owner/agent a copy of DHS Form G-845S indicating the results of the automated and manual search.



NOTIFICATION TO NONCITIZEN APPLICANTS

Owner/agents will notify households in writing that they are:

- Eligible for assistance
- Eligible for partial assistance, as a mixed household

The owner/agent will notify applicants and/or residents if they are found to be ineligible based upon the Noncitizen Rule.

MIXED HOUSEHOLDS

A mixed household—a household with one or more ineligible members and one or more eligible household members—may receive:

- Prorated assistance
- Continued assistance

APPEALING DETERMINATIONS OF INELIGIBILITY

The owner/agent will notify the household in writing as soon as possible if the secondary verification process returns a negative result.

The applicant or resident has thirty (30) days from receipt of the notice to choose which option to follow.

The applicant or resident may appeal the owner/agent's decision directly to the DHS. The applicant or resident must send a copy of the appeal directly to the owner/agent. The DHS should respond to the appeal within thirty (30) days.

If the DHS decision results in a positive determination of eligibility, the owner/agent can provide the appropriate housing assistance. If the DHS decision results in a negative determination of eligibility, the household has **thirty (30) days** to request a hearing with the owner/agent.

PROHIBITION AGAINST DELAY OF ASSISTANCE

Owner/agents may not delay the household's assistance if the applicant or resident submitted immigration information in a timely manner but the DHS verification or appeals process has not been completed.

If a unit is available, the household has come to the top of the waiting list, and at least one member of the household has submitted the required documentation in a timely manner and has been determined to be eligible, the owner/agent will offer the household a unit and provide full assistance to those household members whose documents were received on time. The owner/agent will continue to provide full assistance to such households until information establishing the immigration status of any remaining non-citizen household members has been received and verified.

APPENDIX C – VERIFICATION OF HOUSEHOLD COMPOSITION

In compliance with HUD's Rental Housing Integrity Improvement Project (RHIIP), the owner/agent will make every effort to ensure that the correct assistance is provided to those who seek housing assistance.

If an applicant family indicates that one or more members should be removed from the Waitlist Application, the owner/agent will accept such notification from the Head-of-Household (HOH) if it is provided on a notarized form provided by the owner agent. The following rules apply.

If the applicant family is being rejected because a member is registered as a sex offender in any state lifetime sex offender registry, the owner/agent will take extra steps to ensure that the sex offender is not housed in any unit on the property. The household will have to provide documentation to prove that the sex offender will live at another location. Acceptable documentation includes, but is not limited to:

- Confirmation from a landlord with copy of an executed lease
- Confirmation from local police
- Confirmation from anyone who maintains sex offender registries including but not limited to:
 - Dru Sjodin Sex Offender Registry
 - Megan's List
 - State or Federal Sex Offender Registries
- New driver's license with new address

Information will be confirmed for up to one year after move-in.

If it is discovered that the household allowed any registered sex offender to live in the unit, residents must understand that the family is not qualified to receive subsidy or live on the property. Any improper payments must be returned to HUD. Because this is a material lease violation, all household members must vacate the unit within 30 days.

One of the key requirements, at Waitlist Application and during residency, is to disclose who will be living in the unit at any given time. It is important to understand the difference between a resident and a guest.

Resident: A resident is any person who is listed on the Pre-Application or Application, on any Family Summary submitted and, on the lease, who will reside in the unit.

Guest: A guest is a person who visits any resident and may stay overnight no more than thirty (30) consecutive nights in a one-year period and may stay overnight no more than ninety (90) non-consecutive nights in any one-year period without express consent of the owner/agent.

If the owner/agent suspects that a guest should actually be classified as a resident, the owner/agent will request a meeting with the Head-of-Household (HOH).

In accordance with HUD requirements, the resident will have ten (10) days to meet with the owner/agent. Failure to respond to the request to meet will result in termination of assistance beginning the first of the month following the 10-day notice.

If the owner/agent suspects that a guest is actually living in the unit, the owner/agent will ask for verification of alternative residence. Samples of such verification include one or more of the following:

- Verification with the United States Postal Service that no mail, for the guest, is delivered to the unit address
- *A current driver's license for the "guest" with an alternative address
- *A current lease indicating an alternative residence
- *A current utility bill in the person's name showing an alternative address
- *A current insurance policy or other such invoice/bill showing an alternative address

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**Current means issued/created within the last thirty (30) days.*

In addition, the resident(s), indicated on the lease, must sign a notarized statement confirming that the guest does not violate the guest policy as indicated above and does not reside in the unit.

Live-in Aides: A live-in aide must meet HUD's definition of a live-in aide:

1. Is essential to the care and well-being of the resident
2. Is not dependent on the resident for support
3. Is only living in the unit to provide essential support

If a resident or applicant requests a live-in aide, the owner/agent is required to verify the need for a live-in aide using third-party verification.

Live-in Aides are required to complete the Live-in Aide Questionnaire. The information on the Live-in Aide questionnaire will be verified and the prospective live-in aide will be screened in accordance with the Resident Selection Plan in place at the time of review. The live-in aide will not be screened for the "ability to pay rent" since the live-in aide is not responsible for rent payment.

The live-in aide must be approved and must sign the House Rules and the HUD-approved Live-in Aide Addendum before move-in. The owner/agent must sign a revised 50059 before the live-in aide is allowed to move-in.

If a live-in aide moves in prior to screening and prior to signing required forms, the owner/agent will issue a notice of lease violation and may pursue other action including, but not limited to eviction of the live-in aide, termination of assistance and/or termination of tenancy.

Children/Minors: At move-in, all non-exempt household members, including children, must have a Social Security Number and adequate documentation to verify the Social Security Number.

When children are later added to the household, the following will be required.

For children who are born, adopted or in foster care or in another legal custodial relationship with an existing household member, the owner/agent requires the following:

- Social Security Number and proof that the number is valid
 - For children under the age of 6 years old - must be provided within ninety (90) days or owner/agent is required to terminate tenancy.
 - An additional ninety (90) may be provided if extenuating circumstances exist
- Proof of age/legal custodial arrangement
 - Birth certificate indicating that a household member is a parent; or
 - Adoption paperwork indicating that a household member is a parent as appropriate; or
 - Verification from the foster agency indicating the unit as the primary residence of the foster child as appropriate; or
 - Other documents proving legal custody arrangement as appropriate

For children who are not part of a legal custody arrangement who will be living in the unit, the owner/agent requires:

- Social Security Number and proof that the number is valid
 - For children under the age of 6 years old - must be provided within ninety (90) days or owner/agent is required to termination of tenancy. An additional ninety (90) may be provided if extenuating circumstances exist
- Two forms of proof that the child resides with a member of the household
 - Verification from a government organization indicating that the unit will be the primary residence for the minor (examples include but are not limited to school records, children services agencies, foster programs, etc.)
 - Verification from a medical professional in the know indicating that the unit will be the primary residence for the minor



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- Verification from a social service organization indicating that the unit will be the primary residence of the minor (examples include but are not limited to homeless shelters, shelters for victims of domestic violence, etc.)
- A signed, notarized statement from an adult household member claiming guardianship of the minor child

The owner/agent does not and will not establish policies intended to exclude children. If none of the household members can provide documentation for minors, as described above, the owner/agent will meet with the resident to discuss reasonable alternatives. The owner/agent will be the final judge of what is considered adequate documentation proving household composition/residency.



APPENDIX D – FAIR HOUSING & OTHER CIVIL RIGHTS PROTECTIONS

FAIR HOUSING

The Fair Housing Act prohibits discrimination in housing and housing related transactions based on race, color, religion, sex, national origin, disability, and familial status.

In addition, the state of Minnesota has added Fair Housing protections based on marital status, age, sexual orientation and gender identity.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The owner/agent complies with Title VI of the Civil Rights Act of 1964 which prohibits discrimination based on race, color, or national origin in any program or activity receiving federal financial assistance from HUD.

SECTION 504 OF THE REHABILITATION ACT OF 1973

The owner/agent complies with Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination, based on the presence of a disability in all programs or activities operated by recipients of federal financial assistance.

Although Section 504 protections often overlap with the disability discrimination prohibitions included in the Fair Housing Act, Section 504 differs in that it imposes broader affirmative obligations to make their programs, as a whole, accessible to persons with disabilities.

Coordinating Efforts to Comply with Section 504 Requirements

The owner/agent has designated a person to address questions or requests regarding the specific needs of residents and applicants with disabilities. This person is referred to as the Section 504 Coordinator.

Name of Section 504 Coordinator:	Jennifer Cook
Address:	428 West 5 th Street; Red Wing, MN 55066
Phone Number:	651-301-7024
TDD/TTY Number:	711 Voice Relay

Requests for Reasonable Accommodation or Modification

In accordance with the Fair Housing Act and Section 504 of the Rehabilitation Act, the owner/agent will make reasonable accommodations or modifications for individuals with disabilities (applicants or residents) unless these modifications would change the fundamental nature of the housing program or result in undue financial and administrative burden. Please see Appendix A for additional information.

LIMITED ENGLISH PROFICIENCY

Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)" requires the owner/agent to develop and implement a system to provide housing assistance so persons with Limited English Proficiency (LEP) can have meaningful access to assisted housing opportunities.

The owner/agent will provide for such meaningful access consistent with, and without unduly burdening the fundamental mission of the property. The owner/agent will work to ensure that people who apply for and/or qualify for housing assistance are provided meaningful access to HUD’s housing assistance program.

THE EQUAL ACCESS RULE

The owner/agent ensures that HUD's core housing programs are open to all eligible persons regardless of sexual orientation, gender identity or marital status in accordance with *The Equal Access Rule*.



THE SEXUAL HARASSMENT IN FAIR HOUSING INITIATIVE

Sexual harassment in housing includes demands for sex or sexual acts in order to buy, rent or continue renting a home. It also includes other unwelcome sexual conduct that makes it hard to keep living in or feel comfortable in your home. Applicants and residents are encouraged to contact the property management staff or the owner/agent if they feel that they are a victim of sexual harassment by any landlord, property manager, maintenance staff or other people who have control over housing.

PROTECTIONS PROVIDED UNDER THE VAWA

Please see the Property VAWA Policy for a more detailed explanation of the process used to assist you in exercising protections provided under VAWA.

The Violence Against Women Act (VAWA) provides protections to women or men who are applicant to or residents of any “covered housing program” and who are the victims of domestic violence, dating violence, sexual assault and/or stalking – collectively referred to as VAWA crimes. The owner/agent understands that, regardless of whether state or local laws protect victims of VAWA crimes, people who have been victims of violence have certain rights under federal fair housing regulation.

This policy is intended to support or assist victims of VAWA crimes and protect victims, as well as affiliated persons, from being denied housing or from losing their HUD assisted housing as a consequence of their status as a victim of VAWA crimes.

VAWA protections are provided to affiliated persons which are defined as follows:

1. A spouse, parent, brother, sister, or child of the victim, or a person to whom the victim stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of the victim); or
2. Any individual, resident/applicant, or lawful occupant living in the household of that individual.

VAWA ensures that victims are not denied housing and housing assistance is not terminated solely because the person is a victim of a VAWA crime.

Unless such requirements interfere with protections provided under the VAWA, being a victim of a VAWA crime is not reason to change the screening requirements set forth in the Tenant Selection Plan.

For example: An owner/agent may waive the requirement to review landlord history for an applicant if the victim has provided necessary documentation to certify their status as a victim of a VAWA crime and if contacting a previous landlord would put the applicant’s location at risk of exposure to the accused perpetrator/imminent danger.

Eligibility requirements for housing programs cannot be modified. Being a victim of a VAWA crime does not automatically make a person eligible for housing assistance.

Being a victim of a VAWA crime is not reason to waive requirements set forth in the HUD Model Lease or in any lease attachment or HUD approved lease addendum unless being a victim of a VAWA crime was the cause of the lease violation.

For example: An owner/agent may waive the requirement for a 30-day notice to vacate if the victim has provided necessary documentation to certify their status as a victim of a VAWA crime and the resident wishes to move to elude the accused perpetrator.

When applicable, the resident will be required to work with the owner/agent to reduce the likelihood of future lease violations.



The owner/agent will not assume that any act is a result of abuse covered under the Violence Against Women Act. In order to receive the protections outlined in the VAWA, the applicant/resident must specify that he/she wishes to exercise these protections. If any applicant or resident wishes to exercise the protections provided in the VAWA, he/she should contact the owner/agent or the property staff immediately.

Confidentiality

The owner/agent is committed to ensuring that the Privacy Act is enforced in this and all other situations.

HUD Form 5380 *Notice of Occupancy Rights under the Violence Against Women Act* provides notice to the resident/applicant of the confidentiality of information about a person seeking to exercise VAWA protections and the limits thereof. The identity of the victim and all information provided to the owner/agent relating to the incident(s) of abuse covered under the VAWA will be retained in confidence.

Information will not be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is

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

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

Requests & Certification

The person seeking VAWA protections may make a request for a VAWA accommodation in any reasonable manner. The resident/applicant may:

- Complete a VAWA Request Form provided by the owner/agent
- Submitted a request (*including email but not texting*)
- Make a personal (oral) request either in person or via phone/Facetime, etc.

Once a request is made, the owner/agent requires that the applicant certifies their status as a victim of a VAWA crime or as a person affiliated with a victim of a VAWA crime using one of the following methods. Applicants and residents decide which of the following methods is used to certify their status as a victim of a VAWA crime or as someone affiliated with a victim of a VAWA crime.

Option 1: When the owner/agent responds to a request to exercise protections provided under the VAWA, the owner/agent will request that an individual provide HUD Form 5382 *Certification as a Victim of Domestic Violence, Dating Violence, Stalking or Sexual Assault* to certify status as a VAWA victim or as a person affiliated with a VAWA Victim. The person seeking VAWA protections may obtain this form from the property staff or from HUD's web site.

The owner/agent understands that the delivery of the certification form to the applicant/resident via mail may place the victim at risk, (e.g., the accused perpetrator may monitor the mail). The owner/agent will work with the applicant/resident in making acceptable delivery arrangements.

Option 2: Alternatively, if the applicant/resident has sought assistance in addressing domestic violence, dating violence, sexual assault and/or stalking from a federal, state, tribal, territorial jurisdiction, local police or court, the resident may submit proof of this outreach in lieu of the certification form.

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The owner/agent will accept a federal, state, tribal, territorial, or local police record or court record other official record documenting status as a victim of a VAWA crime or a person affiliated with a victim of a VAWA crime as defined in this policy.

Option 3: The owner/agent will also accept a document signed and attested to by a professional (*employee, agent or volunteer of a victim service provider, an attorney, medical personnel, etc.*) from whom the person seeking VAWA protections has sought assistance in addressing domestic violence, dating violence, sexual assault and/or stalking or the effects of the abuse. This document must be signed by the applicant/resident.

The signatory attests under penalty of perjury that he/she believes it is the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under the VAWA, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking.

Based on HUD's instruction above, the statement must be signed, dated, and notarized or witnessed, and must include the following language:

***Name of person seeking protections** has worked with me to receive assistance in addressing domestic violence, dating violence, sexual assault and/or stalking or the effects of the abuse.*

***Name of professional providing documentation** believe it is the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under the VAWA, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking*

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

The information provided above is true and is based on my knowledge of incidents involving domestic violence, dating violence, sexual assault or stalking.

Signed and dated by person providing certification: _____

I acknowledge that submission of false information is a basis for denial of admission, termination of assistance, or eviction. In addition, providing false information may prompt the owner/agent to notify HUD and pursue civil action related to fraud based on HUD requirements. I am requesting to exercise protections provided through the VAWA because I am a victim of domestic violence, dating violence, stalking and/or sexual assault (VAWA crimes) or I am a person affiliated with someone who is a victim of a VAWA crime as defined in this document.

Signed and dated by person seeking VAWA protections:



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The owner/agent can provide you with a form that can be used to fulfill this requirement.

Option 4: If the person seeking VAWA protections cannot provide any of the documents described above, the person should contact the property management staff or the owner/agent to discuss acceptable alternatives. If the documents above cannot be provided, the owner/agent will be the final decision maker regarding acceptable alternatives.

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

The person seeking VAWA protections will have thirty (30) calendar days from the date of the request to provide certification using any of the options above.

This certification may be submitted in an equally effective manner, as a reasonable accommodation, if there is the presence of a disability.

If the owner/agent receives documentation that contains conflicting information (*including certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator*), the owner/agent will require an applicant or tenant to submit third-party documentation, as described above in Option 2 or Option 3, within thirty (30) calendar days of the date of the request for the third-party documentation.

To ensure that a person is not wrongly accused of committing an act covered under the VAWA, the owner/agent will carefully evaluate abuse claims as to avoid denial, termination of assistance, termination of tenancy or eviction based on false or unsubstantiated accusations.

The owner/agent will review and respond to requests to exercise protections provided under the VAWA as quickly as possible but within no more than ten (10) business days of receiving all required documentation. The owner/agent may provide the response in any manner acceptable to the victim and the owner/agent. Responses include:

- Approval of the Request for a specific VAWA accommodation
- Denial of the Request for a specific VAWA accommodation
- Request for additional information or Request to Meet

If the request is denied, the person seeking VAWA protections will have the right to appeal. Requests to appeal must be received within ten (10) business days of the date of the denial. When requested, the appeal will be held with someone who was not involved in the original decision to deny. The owner/agent will grant a reasonable accommodation when there is the presence of a disability.

Lease Bifurcation

If the owner/agent determines that physical abuse caused by a resident is clear and present, the law provides the owner/agent the authority to bifurcate a lease (*i.e., remove, evict, or terminate housing assistance to any accused perpetrator*), while allowing the victim, who lawfully occupies the home, to maintain tenancy.

The owner/agent may attempt to evict the accused perpetrator, but residents should know that state/local tenant/landlord laws prevail and the owner/agent must comply with such laws. The owner/agent cannot guarantee that a court will award or enforce an eviction.

The resident must keep in mind that eviction of or termination action must be in accordance with the procedures prescribed by federal, state, and local law. The owner/agent is committed to attempting to assist the victim and persons affiliated with the victim, however, evictions are generally carried out through the court system and the owner/agent cannot override or circumvent a legal decision.



In the event that one household member is removed from the unit because of engaging in acts of domestic violence, dating violence, sexual assault and/or stalking against another household member, an appropriate certification will be processed reflecting the change in household composition. Special consideration will be given if the remaining household members are not qualified to remain in the unit as a “remaining household member”.

Legal Action

Victims are encouraged to seek police/legal protection from their accused perpetrator. In some cases, the owner/agent may file a restraining order against the accused perpetrator to prevent the accused perpetrator from entering the property.

The VAWA does not limit the authority of an owner/agent, when notified of a court order, to comply with a court order with respect to:

- The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or
- The distribution or possession of property among members of a household.

Termination of Tenancy or Termination of Assistance

The VAWA does not limit an owner/agent’s authority to deny, evict or terminate assistance to a resident/applicant for any violation that is not the result of an act of domestic violence, dating violence, sexual assault, or stalking.

The owner/agent will not subject the resident/applicant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other resident/applicants in determining whether to evict or terminate assistance.

The VAWA does not limit an owner/agent’s authority to deny, terminate assistance to, or evict a resident/applicant under a covered housing program when the owner/agent can demonstrate an actual and imminent threat (*to other resident/applicants or those employed at or providing service to property of the covered housing provider*) would be present if that resident/applicant or lawful occupant is not evicted/terminated. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the standards provided in the definition of “actual and imminent threat”.

*Note: **Actual and imminent threat** refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.*

Determinations about the presence of imminent danger will not be based on stereotypes but will be tailored to particularized concerns about individual residents.

The owner/agent will take into account individual circumstances when making a determination to terminate tenancy; such circumstances might include, among other things, the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, and whether the leaseholder, if not the wrongdoer, took all feasible steps to prevent the offending action from occurring and has removed the offending person from the lease or otherwise banned the offending person from the premises in the future.

Any eviction or termination of assistance, will be initiated only when there are no other actions that could be taken to reduce or eliminate the threat. Examples of such action include, but are not limited to:

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- Transferring the victim to a different unit when doing so would reduce or eliminate the threat – *Also see Addendum A for information about VAWA Emergency Transfers,*
- Barring the perpetrator from the property,
- Contacting law enforcement to increase police presence
- Develop other plans to keep the property safe, or
- Seeking other legal remedies to prevent the perpetrator from acting on a threat

Lease Addendum

The HUD approves lease addendum will be implemented and provided in accordance with HUD guidance.

VAWA EMERGENCY TRANSFERS

Red Wing HRA is concerned about the safety of residents and applicants, and such concern extends to residents and applicants who are victims of domestic violence, dating violence, sexual assault, or stalking – collectively referred to as VAWA crimes.

The owner/agent has developed a VAWA Emergency Transfer (VET) Plan that allows victims of VAWA crimes or people associated with victims of VAWA crimes to request a VET. Please refer to the property's VAWA Policy and VET Policy for more detailed information.

Definitions

Please be aware of the following definitions:

Internal VAWA emergency transfer refers to an emergency relocation of a resident to another unit where the resident would not be categorized as a new applicant (usually referred to as a unit transfer); that is, the resident may reside in the new unit without having to undergo an application process. If a unit is available, the resident must be eligible for the unit based on the requirements set forth by the governing agency. The resident should discuss unit transfer eligibility requirements with the owner/agent and/or property staff to fully understand the requirements.

External VAWA emergency transfer refers to an emergency relocation of a resident to another unit where the resident would be categorized as a new applicant; that is the resident must undergo apply and be eligible in order to reside in the new unit. The applicant may be required to meet the eligibility requirements and/or screening requirement set forth by the agencies that govern the housing program and by the property's owner/agent.

Safe unit refers to a unit that the victim of domestic violence, dating violence, sexual assault, or stalking believes is safe.

VAWA Emergency Transfer (VET)

In accordance with the Violence Against Women Act (VAWA), Red Wing HRA allows residents who are victims of VAWA crimes or people who are affiliated with victims of VAWA crimes to request a VAWA Emergency Transfer from the resident's current unit to another unit that is part of this property (internal transfer).

Residents' who request and qualify for a VAWA Emergency Transfer will receive equal preference to any other resident who requests and qualifies for any other emergency unit transfer. Selection will be based on date and time the completed request and all required documents are received.

Residents may request a VAWA Emergency Transfer from the resident's current unit to another unit that is part of another property (external transfer). Residents may also request assistance if they wish to request a VAWA Emergency Transfer to a unit that is part of this property (external transfer).

Regardless of whether the resident/applicant is applying for an internal VAWA Emergency Transfer or an external VAWA Emergency Transfer, residents/applicants requesting a VET must qualify for the new unit based on the requirements set forth by the governing agency.



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When requesting an external VAWA Emergency Transfer, the resident/applicant should understand that they may also be subject to other screening requirements set forth by the owner/agent responsible for the other property.

The resident or applicant is responsible for paying for any expenses associated with the move.

The U.S. Department of Justice (DOJ) administers programs that provide funding for victims covered by VAWA, and the Victims Crime Fund could be used to pay for relocation expenses of these victims, or to provide other sources of support, which could free up funding to pay for moving costs. Information about the Crime Victims Fund is available at: <https://www.ovc.gov/about/victimsfund.html>. Information about Office of Violence Against Women grants is available at www.justice.gov/ovw/grant-programs.

Eligibility for VAWA Emergency Transfers

A resident/applicant is eligible for a VAWA Emergency Transfer (VET) when:

1. The person making the request is a victim of a VAWA crime or are a person affiliated with a victim of a VAWA crime
2. There is a request for a VAWA Emergency Transfer; and
3. The resident reasonably believes that there is a threat of imminent harm if the resident remains within the same unit; or

If the resident is a victim of sexual assault, the resident may be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar day period preceding a request for a VAWA Emergency Transfer.

This is true even if the resident is not a resident in good standing.

A resident/applicant requesting a VAWA Emergency Transfer (VET) must expressly request the transfer in accordance with the procedures described in the property VET Policy.

Safety and Security of Applicants and Residents

Victims of VAWA crimes and/or any person affiliated with a victim of a VAWA crime are urged to take all reasonable precautions to be safe



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NOTICE OF OCCUPANCY RIGHTS UNDER
THE VIOLENCE AGAINST WOMEN ACT

U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Expires 06/30/2017

Red Wing Housing and Redevelopment Authority (HRA)

Notice of Occupancy Rights under the Violence Against Women Act¹

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.² The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **Red Wing HRA** complies with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

Protections for Applicants

If you otherwise qualify for assistance under **Red Wing HRA**, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under **Red Wing HRA**, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

¹ Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Form HUD-5380
(12/2016)



Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under **Red Wing HRA** solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

Housing Provider (HP) may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If HP chooses to remove the abuser or perpetrator, HP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, HP must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, HP may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or



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fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.

If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

(2) You expressly request the emergency transfer. Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

HP will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

HP's emergency transfer plan provides further information on emergency transfers, and HP must make a copy of its emergency transfer plan available to you if you ask to see it.



Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

HP can, but is not required to, ask you to provide documentation to “certify” that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from HP must be in writing, and HP must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. HP may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to HP as documentation. It is your choice which of the following to submit if HP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by HP with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that HP has agreed to accept.

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If you fail or refuse to provide one of these documents within the 14 business days, HP does not have to provide you with the protections contained in this notice.

If HP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

Confidentiality

HP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

HP must not allow any individual administering assistance or other services on behalf of HP (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

HP must not enter your information into any shared database or disclose your information to any other entity or individual. HP, however, may disclose the information provided if:

- You give written permission to HP to release the information on a time limited basis.
- HP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires HP or your landlord to release the information.

VAWA does not limit HP's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.



Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HP cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If HP can demonstrate the above, HP should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with **Minneapolis HUD field office** at 612-370-3000.

For Additional Information

You may view a copy of HUD's final VAWA rule at <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf>.



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Additionally, HP must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact **Red Wing HRA at 651-388-7571.**

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact Hope Coalition at 651-388-9360.

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, you may contact **Hope Coalition at 651-388-9360.**

Victims of stalking seeking help may contact **Hope Coalition at 651-388-9360.**

Attachment: Certification form HUD-5382



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MODEL EMERGENCY TRANSFER PLAN FOR
VICTIMS OF DOMESTIC VIOLENCE, DATING
VIOLENCE, SEXUAL ASSAULT, OR STALKING

U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Expires 06/30/2017

Red Wing Housing and Redevelopment Authority (HRA) Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Emergency Transfers

Red Wing HRA (acronym HP for purposes of this plan) is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),³ HP allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.⁴ The ability of HP to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether HP has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that **Red Wing HRA** complies with VAWA.

³ Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

⁴ Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.



Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify HP's management office and submit a written request for a transfer to Red Wing HRA. HP will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under HP's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

Confidentiality

HP will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives HP written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes



keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about HP's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

HP cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. HP will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. HP may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If HP has no safe and available units for which a tenant who needs an emergency is eligible, HP will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, HP will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.



Resident Selection Plan- Jordan Tower II

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Attachment: Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.



Resident Selection Plan- Jordan Tower II

CERTIFICATION OF

U.S. Department of Housing

OMB Approval No. 2577-0286

DOMESTIC VIOLENCE,

and Urban Development

Exp. 06/30/2017

DATING VIOLENCE,

SEXUAL ASSAULT, OR STALKING,

AND ALTERNATE DOCUMENTATION

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

Form HUD-5382
(12/2016)



Resident Selection Plan- Jordan Tower II

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

- 1. Date the written request is received by victim: _____
- 2. Name of victim: _____
- 3. Your name (if different from victim's): _____
- 4. Name(s) of other family member(s) listed on the lease: _____

- 5. Residence of victim: _____
- 6. Name of the accused perpetrator (if known and can be safely disclosed): _____

- 7. Relationship of the accused perpetrator to the victim: _____
- 8. Date(s) and times(s) of incident(s) (if known): _____

- 10. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.



Resident Selection Plan- Jordan Tower II

EMERGENCY TRANSFER

U.S. Department of Housing

OMB Approval No. 2577-0286

REQUEST FOR CERTAIN

and Urban Development

Exp. 06/30/2017

VICTIMS OF DOMESTIC

VIOLENCE, DATING VIOLENCE,

SEXUAL ASSAULT, OR STALKING

Purpose of Form: If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

The requirements you must meet are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

(2) You expressly request the emergency transfer. Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

Form HUD-5383
(12/2016)



Resident Selection Plan- Jordan Tower II

Submission of Documentation: If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER

1. Name of victim requesting an emergency transfer: _____

2. Your name (if different from victim's) _____

3. Name(s) of other family member(s) listed on the lease: _____

4. Name(s) of other family member(s) who would transfer with the victim: _____

5. Address of location from which the victim seeks to transfer: _____

6. Address or phone number for contacting the victim: _____

7. Name of the accused perpetrator (if known and can be safely disclosed): _____

8. Relationship of the accused perpetrator to the victim: _____

9. Date(s), Time(s) and location(s) of incident(s): _____

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. _____

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.



Resident Selection Plan- Jordan Tower II

12. If voluntarily provided, list any third-party documentation you are providing along with this notice:

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____



APPENDIX E

**Smoke-Free Policy
Jordan Tower I and Jordan Tower II- Red Wing HRA
July 1, 2018**

The Red Wing HRA desires to mitigate (I) the irritation and known health effects caused by second hand smoke; (II) the maintenance, cleaning and redecorating costs attributable to smoking; and (III) the increased risk of fire from smoking.

Definition of smoking: “Smoking” means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe, or other lighted smoking device (including electronic cigarettes) for burning tobacco or any other product. The term “electronic cigarette” means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as she/he simulates smoking. Included in the prohibited tobacco products are hookah/water pipes.

Smoke-Free Complex: Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident’s household have been designated as a smoke-free living environment. Resident and members of the Resident’s household shall not smoke anywhere in the unit rented by Resident, in the building where the Resident’s dwelling is located or in any of the common areas (or adjoining grounds of such building or other parts of the rental community. Nor shall Resident permit any guests or visitors under the control of Resident to do so.

Smoking is not allowed within 25 feet of the apartment buildings and administrative office building. A Designated Smoking Area is located in the courtyard.

Red Wing HRA to Promote No Smoking Policy: The Red Wing HRA shall post ‘no smoking’ signs at entrances and exits, common areas, hallways and conspicuous places on the grounds adjoining the apartment building.

Red Wing HRA is Not a Guarantor of Smoke Free Environment: Residents acknowledge that the Red Wing HRA’s adoption of a smoke-free living environment, and the efforts to designate Jordan Towers I and II as smoke free, do not make the Red Wing HRA or any of its managing agents the guarantor of Resident’s health or of the smoke-free condition of the Resident’s unit and the common areas. The Red Wing HRA shall take reasonable steps to enforce the smoke-free terms of its House Rules and to make the designated areas of the complex smoke free. The Red Wing HRA is not required to take steps in response to smoking unless the Red Wing HRA knows of said smoking or has been given a written report of said smoking.



Effect of Breach and Right to Terminate Lease: A breach of this policy shall give each party all the rights contained therein, as well as the rights provided for in the lease. A material breach of this policy by the Resident shall be a material breach of the lease. Any deviation from the smoke-free policy by any resident, a member of their household or their guest will be considered a lease violation. Three (3) lease violations will result in eviction

The Red Wing HRA acknowledges that in declaring Jordan Towers I and II to be smoke-free, the failure by the Red Wing HRA to respond to a written complaint filed by the Resident shall be treated as equivalent to failure to respond to a request for maintenance.

Disclaimer by Red Wing HRA: Resident acknowledges that the Red Wing HRA adoption of a smoke-free living environment and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that the Red Wing HRA would have to a Resident household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. The Red Wing HRA specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property. The Red Wing HRA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that The Red Wing HRA's ability to police, monitor, or enforce the agreements of the policy is dependent in significant part on voluntary compliance by the Resident and Resident's guest. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Red Wing HRA does not assume any higher duty of care to enforce this policy/House Rules than any other Red Wing HRA obligation under the Lease.

Current residents and future residents:

Upon adoption of this policy, all new and existing residents living in Jordan I and II will be given two (2) copies of this policy. After review, all residents will sign both copies and return one to the HRA office for placement in the resident's file. Failure by the resident to return a signed copy to the HRA office by July 1, 2018 will result in a violation of lease terms.

Landlord: Red Wing Housing and Redevelopment Authority



Resident Selection Plan- Jordan Tower II

Resident Certification: I, «First Name» «Last Name», have read and understand the above smoke-free policy and I agree to comply with the provisions of the policy. I understand that failure to comply may constitute reason for termination of my lease.



APPENDIX F

Pets & Assistive Animals

[24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

INTRODUCTION

This chapter explains the PHA's policies on the keeping of pets and describes any criteria or standards pertaining to the policies. The rules adopted are reasonably related to the legitimate interest of the PHA to provide a decent, safe and sanitary living environment for all tenants, and to protect and preserve the physical condition of the property, as well as the financial interest of the PHA.

The chapter is organized as follows:

Part I: Assistance Animals. This part explains the difference between assistance animals,, including service and support animals, and pets, and contains policies related to the designation of an assistance animal as well as their care and handling.

Part II: Pet policies for all developments. This part includes pet policies that are common to both elderly/disabled developments and general occupancy developments.

Part III: Pet deposits and fees for elderly/disabled developments. This part contains policies for pet deposits and fees that are applicable to elderly/disabled developments.

Part IV: Pet deposits and fees for general occupancy developments. This part contains policies for pet deposits and fees that are applicable to general occupancy developments.

Pets and Assistive Animals must be registered with the Red Wing HRA before they are brought onto the premises. The steps to registering are as follows:

- 1. Fill out Pet/Assistive Animals registration form
 2. Pay deposit if required
 3. Meet with HRA staff to go over policy, receive copies, and go over any documentation that is needed. May need to fill out extra paperwork if assistive animal.
 4. Then you can bring the animal home
 5. Must stay current with policy and provide Red Wing HRA with documentation that is needed to do so

PART I: ASSISTANCE ANIMALS

[Section 504; Fair Housing Act (42 U.S.C.); 24 CFR 5.303; 24 CFR 960.705; Notice FHEO 2020-01]

10-1.A. OVERVIEW

This part discusses situations under which permission for an assistance animal, including service and support animals, may be denied, and also establishes standards for the care of assistance animals.

Notice FHEO 2020-01 was published January 28, 2020. The notice provides guidance to help PHAs and other housing providers distinguish between a person with a non-obvious disability who has a legitimate need for an assistance animal and a person without a disability who simply wants to have a pet or avoid the costs and limitations imposed by the PHA's pet policies. FHEO 2020-01 makes clear that the notice is guidance and a tool for PHAs and other housing providers to use at their discretion and provides a set of best practices for addressing requests for assistance animals. The guidance in FHEO 2020-01 should be read together with HUD's regulations prohibiting discrimination under the Fair Housing Act (FHA) and the HUD/Department of Justice (DOJ) Joint

Statement on Reasonable Accommodation under the Fair Housing Act. Housing providers may also be subject to the Americans with Disabilities Act (ADA) and should therefore refer also to DOJ's regulations implementing Titles II and III of the ADA at 28 CFR Parts 35 and 36, in addition to DOJ's other guidance on assistance animals.

There are two types of assistance animals: (1) service animals, and (2) other animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities (i.e., support animals).

Assistance animals, including service and support animals, are not pets and thus are not subject to the PHA's pet policies described in Parts II through IV of this chapter [24 CFR 5.303; 960.705; Notice FHEO 2020-01].

10-I.B. APPROVAL OF ASSISTANCE ANIMALS [Notice FHEO 2020-01]

Service Animals

Notice FHEO 2020-01 states that PHAs should initially follow the Department of Justice (DOJ) analysis to assessing whether an animal is a service animal under the Americans with Disabilities Act (ADA). Under the ADA, a *service animal* means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual's disability.

As a best practice, housing providers may use the following questions to help them determine if an animal is a service animal under the ADA:

- Is the animal a dog? If not, the animal is not a service animal but may be another type of assistance animal for which an accommodation is needed (support animal).
- Is it readily apparent that the dog is trained to do work or perform tasks for the benefit of the individual with a disability? If yes, further inquiries are inappropriate because the animal is a service animal. If not, it is advisable that the PHA limit its inquiries to the following two questions: (1) Is the animal required because of the disability? and (2) What work or task has the animal been trained to perform?

If the answer to question (1) is "yes" and work or a task is identified in response to question (2), grant the requested accommodation if otherwise reasonable. If the answer to either question is "no," the animal does not qualify as a service animal but may be a support animal.

A service animal must be permitted in all areas of the facility where members of the public are allowed.

Support Animals (Assistance Animals other than Service Animals)

If the animal does not qualify as a service animal, the PHA must next determine whether the animal would qualify as a support animal (other type of assistance animal). If the individual has indeed requested a reasonable accommodation to get or keep an animal in connection with a physical or mental impairment or disability, the PHA may use the following questions to help them assess whether to grant the accommodation in accordance with the policies outlined in Chapter 2 (the PHA is not required to grant a reasonable accommodation that has not been requested):

- Does the person have an observable disability or does the PHA already have information giving them reason to believe that the person has a disability? If not, has the person requesting the accommodation provided information that reasonably supports that the person seeking the accommodation has a disability?
- If the person has an observable disability, the PHA already has information giving them reason to believe the person has a disability, or the person has provided information supporting that he or she has a disability, then has the person provided information that reasonably supports that the animal does work, performs tasks, provides assistance, and/or provides therapeutic emotional support with respect to the individual's disability?

- If yes, is the animal commonly kept in households? An *animal commonly kept in households* would be a dog, cat, small bird, rabbit, hamster, gerbil, other rodent, fish, turtle, or other small, domesticated animal that is traditionally kept in the home for pleasure rather than for commercial purposes. For purposes of this assessment, reptiles (other than turtles), barnyard animals, monkeys, kangaroos, and other non-domesticated animals are not considered common household animals.

If the individual is requesting to keep a unique animal not commonly kept in households, then the requestor has the substantial burden of demonstrating a disability-related therapeutic need for the specific animal or the specific type of animal. Such individuals are encouraged to submit documentation from a health care professional.

General Considerations

A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal [PH Occ GB, p. 179].

Before denying a reasonable accommodation request due to lack of information confirming an individual's disability or disability-related need for an animal, the PHA is encouraged to engage in a good-faith dialog with the requestor called the "interactive process" [FHEO 2020-01].

A PHA may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. The question is whether or not the animal performs the assistance or provides the benefit needed by the person with the disability [PH Occ GB, p. 178].

A PHA's refusal to permit persons with a disability to use and live with an assistance animal that is needed to assist them, would violate Section 504 of the Rehabilitation Act and the Fair Housing Act unless [PH Occ GB, p. 179]:

- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation
- There is reliable objective evidence that the animal would cause substantial physical damage to the property of others

The Fair Housing Act does not require a dwelling to be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or would result in substantial physical damage to the property of others. A PHA may therefore refuse a reasonable accommodation for an assistance animal if the specific animal poses a direct threat that cannot be eliminated or reduced to an acceptable level through the actions the individual takes to maintain or control the animal (e.g., keeping the animal in a security enclosure).

While most requests for reasonable accommodations involve one animal, requests sometimes involve more than one animal (for example, a person has a disability-related need for both animals, or two people living together each have a disability-related need for a separate assistance animal). The decision-making process in Notice FHEO 2020-01 should be used in accordance with the reasonable accommodation policies in Chapter 2 for all requests for exceptions or modifications to the PHA's rules, policies, practices, and procedures so that persons with disabilities can have assistance animals in the housing where they reside.

PHAs have the authority to regulate service animals and assistance animals under applicable federal, state, and local law [24 CFR 5.303(b)(3); 960.705(b)(3)].

PHA Policy

For an animal to be excluded from the pet policy and be considered a service animal, it must be a trained dog, and there must be a person with disabilities in the household who requires the dog's services.



For an animal to be excluded from the pet policy and be considered a support animal, there must be a person with disabilities in the household, there must be a disability-related need for the animal, and the family must request and the PHA approve a reasonable accommodation in accordance with the criteria outlined in Notice FHEO 2020-01 and the policies contained in Chapter 2.

10-1.C. CARE AND HANDLING

HUD regulations do not affect any authority a PHA may have to regulate assistance animals, including service animals, under federal, state, and local law [24 CFR 5.303; 24 CFR 960.705].

PHA Policy

Residents are responsible for feeding, maintaining, providing veterinary care, and controlling their assistance animals. A resident may do this on his or her own or with the assistance of family, friends, volunteers, or service providers.

Residents must care for assistance animals in a manner that complies with state and local laws, including anti-cruelty laws.

Residents must ensure that assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit, or property of other residents.

When a resident's care or handling of an assistance animal violates these policies, the PHA will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If the PHA determines that no such accommodation can be made, the PHA may withdraw the approval of a particular assistance animal.

PART II: PET POLICIES FOR ALL DEVELOPMENTS

[24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

10-11.A. OVERVIEW

The purpose of a pet policy is to establish clear guidelines for ownership of pets and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets. This part contains pet policies that apply to all developments.

10-11.B. MANAGEMENT APPROVAL OF PETS

Registration of Pets

PHAs may require registration of the pet with the PHA [24 CFR 960.707(b)(5)].

PHA Policy

Pets must be registered with the PHA before they are brought onto the premises.

Registration includes documentation signed by a licensed veterinarian or state/local authority that the pet has received all inoculations required by state or local law, and that the pet has no communicable disease(s) and is pest-free. This registration must be renewed annually and will be coordinated with the annual reexamination date.

Pets will not be approved to reside in a unit until completion of the registration requirements.

Refusal to Register Pets

PHA Policy

The PHA will refuse to register a pet if:

The pet is not *a common household pet* as defined in Section 10-II.C. below

Keeping the pet would violate any pet restrictions listed in this policy

The pet owner fails to provide complete pet registration information, or fails to update the registration annually

The applicant has previously been charged with animal cruelty under state or local law; or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order

The PHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

If the PHA refuses to register a pet, a written notification will be sent to the pet owner within 10 business days of the PHA's decision. The notice will state the reason for refusing to register the pet and will inform the family of their right to appeal the decision in accordance with the PHA's grievance procedures.

Pet Agreement

PHA Policy

Residents who have been approved to have a pet must enter into a pet agreement with the PHA, or the approval of the pet will be withdrawn.

The pet agreement is the resident's certification that he or she has received a copy of the PHA's pet policy and applicable house rules, that he or she has read the policies and/or rules, understands them, and agrees to comply with them.

The resident further certifies by signing the pet agreement that he or she understands that noncompliance with the PHA's pet policy and applicable house rules may result in the withdrawal of PHA approval of the pet or termination of tenancy.

10-II.C. STANDARDS FOR PETS [24 CFR 5.318; 960.707(b)]

PHAs may establish reasonable requirements related to pet ownership including, but not limited to:

- Limitations on the number of animals in a unit, based on unit size
- Prohibitions on types of animals that the PHA classifies as dangerous, provided that such classifications are consistent with applicable state and local law
- Prohibitions on individual animals, based on certain factors, including the size and weight of the animal
- Requiring pet owners to have their pets spayed or neutered

PHAs may not require pet owners to have any pet's vocal cords removed.

PHAs may not require pet owners to obtain or carry liability insurance.

PHAs may not require that cats be declawed.

Definition of "Common Household Pet"



Resident Selection Plan- Jordan Tower II

There is no regulatory definition of common household pet for public housing programs, although the regulations for pet ownership in both elderly/disabled and general occupancy developments use the term. The regulations for pet ownership in elderly/disabled developments expressly authorize PHAs to define the term [24 CFR 5.306(2)].

PHA Policy

Common household pet means a domesticated animal, such as a dog, cat, bird, or fish that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes.

The following animals are not considered common household pets:

- Reptiles
- Rodents
- Insects
- Arachnids
- Wild animals or feral animals
- Pot-bellied pigs
- Animals used for commercial breeding

Pet Restrictions

PHA Policy

The following animals are not permitted:

- Any animal whose adult weight will exceed 20 pounds
- Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations
- Any animal not permitted under state or local law or code

Number of Pets

PHA Policy

Residents may own a maximum of 1 pets.

In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 10 gallons. Such a tank or aquarium will be counted as 1 pet.

In the case of birds, there can only be a maximum of 2 in a cage the size of a 10 gallon tank.

Other Requirements

PHA Policy

Dogs and cats must be spayed or neutered at the time of registration or, in the case of underage animals, within 30 days of the pet reaching 6 months of age. Exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary.

Pets must be licensed in accordance with state or local law. Residents must provide proof of licensing at the time of registration and annually, in conjunction with the resident's annual reexamination.



10-III.D. PET RULES

Pet owners must maintain pets responsibly, in accordance with PHA policies, and in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations [24 CFR 5.315; 24 CFR 960.707(a)].

Pet Area Restrictions

PHA Policy

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or a carrier. They must be under the control of the resident or other responsible individual at all times. The leash cannot be longer than 6 feet and cannot be retractable.

Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

Pet owners are not permitted to exercise pets or permit pets to deposit waste on project premises outside of the areas designated for such purposes.

Designated Pet/No-Pet Areas [24 CFR 5.318(g), PH Occ GB, p. 182]

PHAs may designate buildings, floors of buildings, or sections of buildings as no-pet areas where pets generally may not be permitted. Pet rules may also designate buildings, floors of building, or sections of building for residency by pet-owning tenants.

PHAs may direct initial tenant moves as may be necessary to establish pet and no-pet areas. The PHA may not refuse to admit, or delay admission of, an applicant on the grounds that the applicant's admission would violate a pet or no-pet area. The PHA may adjust the pet and no-pet areas or may direct such additional moves as may be necessary to accommodate such applicants for tenancy or to meet the changing needs of the existing tenants.

PHAs may not designate an entire development as a no-pet area, since regulations permit residents to own pets.

PHA Policy

With the exception of common areas as described in the previous policy, the PHA has not designated any buildings, floors of buildings, or sections of buildings as no-pet areas. In addition, the PHA has not designated any buildings, floors of buildings, or sections of buildings for residency of pet-owning tenants.

Cleanliness

PHA Policy

The pet owner shall be responsible for the removal of waste from the exercise area by placing it in a sealed plastic bag and disposing of it in a container provided by the PHA.

The pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

Litter box requirements:

Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner.

Litter shall not be disposed of by being flushed through a toilet.



Litter boxes shall be kept inside the resident's dwelling unit.

Alterations to Unit

PHA Policy

Pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal.

Installation of pet doors is prohibited.

Noise

PHA Policy

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

Pet Care

PHA Policy

Each pet owner shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

Each pet owner shall be responsible for appropriately training and caring for his/her pet to ensure that the pet is not a nuisance or danger to other residents and does not damage PHA property.

No animals may be tethered or chained inside or outside the dwelling unit at any time. The bathing of an animal shall not be permitted in the laundry room or tub room.

Responsible Parties

PHA Policy

The pet owner will be required to designate a responsible party for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

A resident who cares for another resident's pet must notify the PHA and sign a statement that they agree to abide by all of the pet rules.

Pets Temporarily on the Premises

PHA Policy

Pets that are not owned by a tenant are allowed on the premises for short-term visits only. Tenant is responsible to make sure pet rules are followed. Residents are prohibited from feeding or harboring stray animals.

This rule does not apply to visiting pet programs sponsored by a humane society or other non-profit organizations, and approved by the PHA.

Pet Rule Violations

PHA Policy

All complaints of cruelty and all dog bites will be referred to animal control or an applicable agency for investigation and enforcement.

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the pet rules, written notice will be served.



The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

That the pet owner has 10 business days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation

That the pet owner is entitled to be accompanied by another person of his or her choice at the meeting

That the pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to remove the pet, or to terminate the pet owner's tenancy

Notice for Pet Removal

PHA Policy

If the pet owner and the PHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the PHA, the PHA may serve notice to remove the pet.

The notice will contain:

A brief statement of the factual basis for the PHA's determination of the pet rule that has been violated

The requirement that the resident /pet owner must remove the pet within 30 calendar days of the notice

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures

Pet Removal

PHA Policy

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the pet owner.

If the responsible party is unwilling or unable to care for the pet, or if the PHA after reasonable efforts cannot contact the responsible party, the PHA may contact the appropriate state or local agency and request the removal of the pet.

Termination of Tenancy

PHA Policy

The PHA may initiate procedures for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease

Emergencies

PHA Policy

The PHA will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals.



If it is necessary for the PHA to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

PART III: PET DEPOSITS AND FEES IN ELDERLY/DISABLED DEVELOPMENTS

10-III.A. OVERVIEW

This part describes the PHA's policies for pet deposits and fees in elderly, disabled and mixed population developments. Policies governing deposits and fees in general occupancy developments are described in Part IV.

10-III.B. PET DEPOSITS

Payment of Deposit

The PHA may require tenants who own or keep pets in their units to pay a refundable pet deposit. This deposit is in addition to any other financial obligation generally imposed on tenants of the project [24 CFR 5.318(d)(1)].

The maximum amount of pet deposit that may be charged by a PHA on a per dwelling unit basis, is the higher of the total tenant payment (TTP) or such reasonable fixed amount as the PHA may require. The PHA may permit gradual accumulation of the pet deposit by the pet owner [24 CFR 5.318(d)(3)].

The pet deposit is not part of the rent payable by the resident [24 CFR 5.318(d)(5)].

PHA Policy

Pet owners are required to pay a pet deposit of \$200 in addition to any other required deposits. The pet owner must pay at least \$50 of the pet deposit at the time the pet is brought on the premises. The remainder of the deposit may be paid in \$25 payments, due on the 1st of each month following the day the pet is brought onto the premises.

The pet deposit is not part of the rent payable by the resident.

Refund of Deposit [24 CFR 5.318(d)(1)]

The PHA may use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet, including (but not limited to) the costs of repairs and replacements to, and fumigation of, the tenant's dwelling unit. The PHA must refund the unused portion of the pet deposit to the tenant within a reasonable time after the tenant moves from the project or no longer owns or keeps a pet in the unit.

PHA Policy

The PHA will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 21 days of move-out or removal of the pet from the unit.

The resident will be billed for any amount that exceeds the pet deposit.

The PHA will provide the resident with a written list of any charges against the pet deposit within 10 business days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, the PHA will provide a meeting to discuss the charges.

10-III.C. OTHER CHARGES

Pet-Related Damages During Occupancy

PHA Policy

All reasonable expenses incurred by the PHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

- The cost of repairs and replacements to the resident's dwelling unit
- Fumigation of the dwelling unit
- Repairs to common areas of the project

The expense of flea elimination shall also be the responsibility of the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the policies in Section 8-I.G, Maintenance and Damage Charges. Pet deposits will not be applied to the costs of pet-related damages during occupancy.

Charges for pet-related damage are not part of rent payable by the resident.

Pet Waste Removal Charge

The regulations do not address the PHA’s ability to impose charges for house pet rule violations. However, charges for violation of PHA pet rules may be treated like charges for other violations of the lease and PHA tenancy rules.

PHA Policy

A separate pet waste removal charge of \$10.00 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy.

Notices of pet waste removal charges will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, the PHA may not take action for nonpayment of the charge until the conclusion of the grievance process.

Charges for pet waste removal are not part of rent payable by the resident.

PART IV: PET DEPOSITS AND FEES IN GENERAL OCCUPANCY DEVELOPMENTS

10-IV.A. OVERVIEW

This part describes the PHA’s policies for pet deposits and fees for those who reside in general occupancy developments.

10-IV.B. PET DEPOSITS

A PHA may require a refundable pet deposit to cover additional costs attributable to the pet and not otherwise covered [24 CFR 960.707(b)(1)].

A PHA that requires a resident to pay a pet deposit must place the deposit in an account of the type required under applicable State or local law for pet deposits, or if there are no such requirements, for rental security deposits, if applicable. The PHA must comply with such laws as to retention of the deposit, interest, and return of the deposit to the resident, and any other applicable requirements [24 CFR 960.707(d)].



Payment of Deposit

PHA Policy

Pet owners are required to pay a pet deposit of \$200 in addition to any other required deposits. The pet owner must pay at least \$50 of the pet deposit at the time the pet is brought on the premises. The remainder of the deposit may be paid in \$25 payments, due on the 1st of each month following the day the pet is brought onto the premises.

The pet deposit is not part of rent payable by the resident.

Refund of Deposit

PHA Policy

The PHA will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 21 days of move-out or removal of the pet from the unit.

The resident will be billed for any amount that exceeds the pet deposit.

The PHA will provide the resident with a written list of any charges against the pet deposit within 10 business days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, the PHA will provide a meeting to discuss the charges.

10-IV.D. OTHER CHARGES

Pet-Related Damages During Occupancy

PHA Policy

All reasonable expenses incurred by the PHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

The cost of repairs and replacements to the resident's dwelling unit

Fumigation of the dwelling unit

Repairs to common areas of the project

The expense of flea elimination shall also be the responsibility of the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the policies in Section 8-I.G, Maintenance and Damage Charges. Pet deposits will not be applied to the costs of pet-related damages during occupancy.

Charges for pet-related damage are not part of rent payable by the resident.

Pet Waste Removal Charge

The regulations do not address the PHA's ability to impose charges for house pet rule violations. However, charges for violation of PHA pet rules may be treated like charges for other violations of the lease and PHA tenancy rules.

PHA Policy

A separate pet waste removal charge of \$10.00 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy.

Such charges will be due and payable 14 calendar days after billing.

Charges for pet waste removal are not part of rent payable by the resident.



APPENDIX G- RED WING HRA GRIEVANCE PROCEDURE

I. Definitions applicable to the grievance procedure [24 CFR 966.53]

- A. Grievance: Any dispute a tenant may have with respect to PHA action or failure to act in accordance with the individual tenant's lease or PHA regulations that adversely affects the individual tenant's rights, duties, welfare, or status.
- B. Complainant: Any tenant (as defined below) whose grievance is presented to the PHA or at the project management office in accordance with the requirements presented in this procedure.
- C. Elements of due process: An eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:
 - i. Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction
 - ii. Right of the tenant to be represented by counsel
 - iii. Opportunity for the tenant to refute the evidence presented by the PHA, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense that the tenant may have
 - iv. A decision on the merits of the case
- D. Hearing officer: An impartial person or persons selected by the PHA other than the person who made or approved the decision under review, or a subordinate of that person. Such individuals do not need legal training.
- E. Tenant: The adult person (or persons other than a live-in aide) who resides in the unit and who executed the lease with the PHA as lessee of the dwelling unit, or if no such person now resides in the unit, who resides in the unit and who is the remaining head of the household of the tenant family residing in the dwelling unit.
- F. Resident organization: An organization of residents, which also may include a resident management corporation.

II. Applicability of this grievance procedure [24 CFR 966.51]

In accordance with the applicable federal regulations (24 CFR 966.50), this grievance procedure is applicable to all individual grievances (as defined in Section I above) between the tenant and the PHA with the following exception of disputes between tenants not involving the PHA or class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the PHA's Board of Commissioners [24 CFR 966.51(b)].

This grievance procedure is incorporated by reference in all tenant dwelling leases and will be furnished to each tenant and all resident organizations [24 CFR 966.52 (b) and (d)].

Any changes proposed in this grievance procedure must provide for at least 30 days' notice to tenants and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. Comments will be considered by the PHA before any revisions are made to the grievance procedure [24 CFR 966.52(c)].

III. Informal settlement of a grievance [24 CFR 966.54]



Any grievance must be personally presented in writing (including email), to the PHA's central office or the management office of the development in which the complainant resides **within 10 days after the grievable event.**

Grievances related to complaints about operations matters that are received by the PHA's central office will be referred to the person responsible for the management of the development in which the complainant resides. Grievances involving complaints related to discrimination, harassment, or disability rights will be referred to the Director of Operations.

As soon as the grievance is received, it will be reviewed by the management office of the development to be certain that neither of the exclusions in paragraphs II.A or II.B above applies to the grievance. Should one of the exclusions apply, the complainant will be notified in writing that the matter raised is not subject to the PHA's grievance procedure with the reason specified. If neither of the exclusions cited above apply, the complainant will be contacted to arrange a mutually convenient time **within 10 business days** to meet so the grievance may be discussed informally and settled without a hearing. At the informal settlement, the complainant will present the grievance and the person in charge of the management office will attempt to settle the grievance to the satisfaction of both parties.

Within ten business days following the informal discussion, the PHA will prepare and either hand deliver, mail, or email to the tenant a summary of the discussion that must specify the names of the participants, the dates of meeting, the nature of the proposed disposition of the complaint, and the specific reasons therefore, and will specify the procedures by which a formal hearing under this procedure may be obtained if the complainant is not satisfied. A copy of this summary will also be placed in the tenant's file.

IV. Formal grievance hearing

If the complainant is not satisfied with the settlement arrived at in the informal settlement, the complainant must submit a written request for a hearing to the management office of the development where the tenant resides **no later than ten business days after the summary of the informal hearing is received.**

The written request must specify:

- The reasons for the grievance; and
- The action of relief sought from the PHA

Within 10 days of receiving the written request for a hearing, the hearing officer will schedule and send written notice of hearing to both the complainant and the PHA.

V. Selecting the hearing officer

A grievance hearing will be conducted by a single impartial person appointed by the PHA as described below:

- A. The hearing officer will be a staff member who did not make or approve the decision under review and who is not a subordinate of such persons. If the designated staff member (such as the program manager) was involved in the decision or is a subordinate of such person, an alternate hearing officer will be selected.
- B. The PHA may select designated staff members who were not involved in the decision under review in certain circumstances, such as those involving discrimination claims or denials of requests for reasonable accommodations.

VI. Scheduling hearings [24 CFR 966.56(a)]

When a complainant submits a timely request for a grievance hearing, the PHA will immediately appoint an impartial hearing officer to schedule the hearing within the following 10 business days.

Once the hearing officer has scheduled the hearing, the PHA will send written notice of the hearing to both the complainant and the PHA. Notice to the complainant will be in writing, either personally delivered to the complainant, or sent by mail or email, return receipt requested. The written notice will specify the time, place, and procedures governing the hearing. If the hearing will be held remotely, the PHA will also include information on the remote hearing process.

The tenant may request to reschedule a hearing on a one-time basis. Should the complainant need to reschedule a second time, he or she may do so for good cause, or if needed as a reasonable accommodation for a person with disabilities. *Good cause* is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date.

VII. Procedures governing the hearing [24 CFR 966.56]

The hearing will be held before a hearing officer as described above in Section V. The complainant will be afforded a fair hearing, which will include:

- A. The opportunity to examine before the hearing any PHA documents, including records and regulations, that are directly relevant to the hearing.
The tenant is allowed to copy any such document at no cost to the tenant. If the PHA does not make the document available for examination upon request by the complainant, the PHA may not rely on such document at the grievance hearing.
- B. The right to be represented by counsel or other person chosen as the tenant’s representative and to have such person make statements on the tenant’s behalf.
- C. The right to a private hearing unless the complainant requests a public hearing.
- D. The right to present evidence and arguments in support of the tenant’s complaint, to refute evidence relied on by the PHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information the PHA or project management relies.
- E. A decision based solely and exclusively upon the fact presented at the hearing [24 CFR 966.56(b)].

The hearing is conducted informally by the hearing officer. The PHA and the tenant must be given the opportunity to present oral or documentary evidence pertinent to the facts and issues raised by the complaint, and to question any witnesses.

The PHA must provide reasonable accommodation for persons with disabilities to participated in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the tenant is visually impaired, any notice to the tenant that is required under this procedure must be in an accessible format [24 CFR 966.56(f)].

The PHA must comply with HUD’s requirements regarding limited English proficiency as specified in “Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons,” issued January 22, 2007, and available at:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/promotingfh/lep-faq.

VIII. Remote Hearings

The PHA has the authority to require that hearings be conducted remotely in certain situations.

IX. Failure to appear at the hearing

If the complainant or PHA fails to appear at the hearing, the hearing officer may make a determination to postpone the hearing or make a determination that the complainant has waived his or her right to a hearing.

Both the complainant and the PHA must be notified of the determination by the hearing officer. A determination that the complainant has waived his or her right to a hearing will not constitute a waiver of any right the complainant may have to contest the PHA's disposition of the grievance in an appropriate judicial setting [24 CFR 966.56(c)].

X. Decision of the hearing officer [24 CFR 966.57]

The hearing officer will prepare a written decision together with the reasons for the decision **within 10 business days** after the hearing. A copy of the decision will be sent to the complainant and the PHA.

The PHA will retain a copy of the decision in the tenant's file.

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date before reaching a decision. If the family misses a deadline ordered by the hearing officer, the hearing officer will make a decision based on the evidence presented.

The decision of the hearing officer will be binding on the PHA unless the PHA's Board of Commissioners determines within a reasonable time and notifies the complainant of its determination that:

- A. The grievance does not concern PHA action or failure to act in accordance with or involving the complainant's lease or PHA regulations, which adversely affect the complainant's rights, duties, welfare, or status; or
- B. The decision of the hearing officer is contrary to applicable federal, state, or local law, HUD regulations, or requirements of the annual contributions contract (ACC) between HUD and the PHA.

When the PHA considers the decision of the hearing officer to be invalid due to either of the reasons stated above, it will present the matter to the PHA Board of Commissioners within 10 business days of the date of the hearing officer's decision. The Board has 30 calendar days to consider the decision. If the Board decides to reverse the hearing officer's decision, it must notify the complainant within 10 business days of this decision.

A decision by the hearing officer or Board of Commissioners in favor of the PHA or which denies the relief requested by the complainant in whole or in part will not constitute a waiver of nor affect in any way the rights of the complainant to a trial or judicial review in any court proceedings, which may be brought in the matter later [24 CFR 966.57].

APPENDIX H-SECTION 504 GRIEVANCE PROCEDURE

It is the policy of the Red Wing Housing and Redevelopment Authority (HRA) not to discriminate on the basis of disability. The HRA will provide for prompt and equitable resolution of complaints alleging any action prohibited by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) of the U.S. Department of Health and Human Services regulations implementing the Act. Section 504 prohibits discrimination on the basis of disability in any program or activity receiving Federal financial assistance. The Law and Regulations may be examined in the office of the Program Management Coordinator, or by calling 651-388-7571, the person designated to coordinate the efforts of the HRA to comply with Section 504.

Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for the HRA to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.

Procedure:

- Grievances must be submitted to the Section 504 Coordinator with *(insert timeframe)* of the date the person filing the grievance becomes aware of the alleged discriminatory action.
- A complaint must be in writing, containing the name and address of the person filing it. The complaint must state the problem or action alleged to be discriminatory and the remedy or relief sought.
- The Section 504 Coordinator (or her/his designee) shall conduct an investigation of the complaint. This investigation may be informal, but it must be thorough, affording all interested persons an opportunity to submit evidence relevant to the complaint. The Section 504 Coordinator will maintain the files and records of *(insert name of facility/agency)* relating to such grievances.
- The Section 504 Coordinator will issue a written decision on the grievance no later than 30 days after its filing.
- The person filing the grievance may appeal the decision of the Section 504 Coordinator by writing to the Executive Director within 15 days of receiving the Section 504 Coordinator's decision. The Executive Director shall issue a written decision in response to the appeal no later than 30 days after its filing.
- The availability and use of this grievance procedure does not prevent a person from filing a complaint of discrimination on the basis of disability with the U.S. Department of Health and Human Services, Office for Civil Rights.
- The HRA will make appropriate arrangements to ensure that disabled persons are provided other accommodations, if needed, to participate in this grievance process. Such arrangement may include, but are not limited to, providing interpreters for the deaf, providing taped cassettes of material for the blind, or assuring a barrier-free location for the proceedings. The Section 504 Coordinator will be responsible for such arrangements.