**SAMPLE TENANT SELECTION PLAN POLICY-HOME/NHTF/LIHTC**

**[Project Name]**

**[Address]**

**[City, State, Zip]**

**[Management Office Phone Number**]

**GENERAL REQUIREMENTS**

The objective of a tenant selection plan (a “Plan”) is to consolidate relevant policies and procedures affecting the selection of tenants for housing units, pursuant to applicable federal and state laws. The Plan sets out a procedure for processing and selecting applicants for housing units, including the establishment of preferences and priorities, occupancy standards, rejection standards, reviews and appeals of rejection decisions, and notice requirements. The Plan may not, however, include all the policies and procedures affecting the selection of tenants.

The Plan is not applicable to the processing of applications or selection of tenants for non- subsidized (or “market”) units.

**[Project Name]** is a private low-income housing complex subsidized by the Department of Housing and Urban Development (HUD) for low-income families [you could put HOME, NHTF, or Low-Income Housing Tax Credits here as well –whatever subsidy layering you may utilize that requires a TSP]. The **[Project Name]** complex sits on \_\_\_ acres of land and has \_\_\_ rental units [brief description of your project’s size, number of units, whatever you’d like to include here].

**FAIR HOUSING AND EQUAL OPPORTUNITY STATEMENTS OF NONDISCRIMINATION**

It is the **[Project Name]** Policy to comply fully with Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, Fair Housing Amendments Act of 1988, and any legislation protecting the individual rights of residents, applicants, or staff which may subsequently be enacted.

In accordance with the Fair Housing Amendments Act of 1988 **[Project Name]** will not discriminate on the basis of race, color, sex, familial status, religion, handicap, disability, national origin, age, creed, sexual orientation, or gender identify in the admission or access to, or treatment or employment in, its federally assisted programs and activities.

The term “disability” and “persons with disabilities” are used in two context-for civil rights protections, and for program eligibility purposes. Each use has specific definitions:

1. When used in context of protection from discrimination or improving the accessibility of housing, the civil rights-related definitions apply.
2. When used in the context of eligibility under multifamily subsidized housing programs, the program eligibility definitions apply.

In accordance with Title VI of the Civil Rights Act of 1964 **[Project Name]** will not discriminate of the basis of race, color, or national origin in any program or activity receiving federal finance assistance.

**[Project Name]** will seek to identify and eliminate situations or procedures, which create a barrier to equal housing opportunity for all. In accordance with Section 504, **[Project Name]** will make reasonable accommodations for individuals with handicaps or disabilities (applicants or residents). A reasonable accommodation is a change, exception, or adjustment to a program, service, building, dwelling unit, or workplace that will allow a qualified person with a disability to participate fully in a program, take advantage of a service, live in a dwelling, or perform a job. Such accommodations may include changes in the method of administering policies, procedures, or services.

In reaching a reasonable accommodation with or performing structural modification for an otherwise qualified individual with disabilities, [Project Name] is not required to:

* Make structural alterations that require the removal or altering of a load-bearing structure,
* Provide support services that are not already part of its housing programs,
* Take any action that would result in a fundamental alteration in the nature of the program or service, or
* Take any action that would result in an undue financial and administrative burden on **[Project Name]**, including structural impracticality as defined in the Uniform Federal Accessibility Standards (UFAS).

**Marketing**

**[Project Name]** will market the units in accordance with the Affirmative Fair Housing Marketing Plan (Form HUD-935.2A) and for those least likely to apply. The Equal Opportunity poster (I.e., Fair Housing Poster) will be displayed.

**REASONABLE ACCOMMODATION MODIFICATION POLICY**

**[Project Name]** is an equal housing opportunity provider and does not discriminate based on disability in the admission or access to, or treatment of, or employment in, its federally assisted programs and activities. It is our policy to provide reasonable accommodations and/or modifications to applicants or residents who have a disability and because of that disability need a change or exception to our usual rules or policies or a structural modification to be able to fully use and enjoy their apartment and the apartment community.

A resident or an applicant for housing makes a reasonable accommodation request whenever it is clear that an exception, change, or adjustment to a rule, policy, practice, or service is needed due to a disability.

An applicant or resident is not entitled to receive a reasonable accommodation unless it is requested. The Fair Housing Act does not require that a request be made in a particular manner or a particular time, but it is helpful if the request is made in writing to prevent misunderstandings regarding what is being requested.

Management will notify you in writing of the determination of your request.

* If you are requesting an assistive or service animal, you will need to sign the lease addendum form that describes your responsibilities concerning the animal, if your request is granted.
* If you need assistance in this process, please contact:

**[Project Name]** Housing Administration Office

**[Address]**

**[City, State, Zip]**

**[Management Office Phone Number**]

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

**[Staff Name]**

**[Project Name]** Neighborhood Administrative Office

**[Address]**

**[City, State, Zip]**

**[Management Office Phone Number**]

**ACCESSIBLE UNIT OCCUPANCY**

Accessible units will be offered first to persons with disabilities who require the accessibility features. Listed herewith is the priority order used to lease accessible units.

1. Leased to a current occupant who requires accessibility features.
2. Leased to the next eligible qualified applicant on the waiting list who requires accessibility features.
3. If an accessible unit is available and there are no applicants on the waiting list who require the features additional outreach will be made and documented by **[Project Name]** Management
4. Last, leased to non-disabled person(s) on waiting list.

**PRIVACY POLICY**

It is the policy of **[Project Name]** 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 **[Project Name]**. Therefore, neither **[Project Name]** nor its agents shall

disclose any personal information contained in its records to any person or agency unless the individual about whom the information is requested shall give written consent to such disclosure.

The Privacy Policy in no way limits **[Project Name]**'s ability to collect such information as it may need to determine eligibility, compute rent, or determine a family's suitability for residency. Consistent with the intent of Section 504 of the Rehabilitation Act of 1973, any information obtained on handicap or disability will be treated in a confidential manner.

**VIOLENCE AGAINST WOMEN ACT (VAWA) PROTECTIONS**

**[Project Name]** supports victims of domestic violence, dating violence or stalking and protects victims, as well as members of their family, from being denied housing or from losing their HUD assisted housing as a consequence of domestic violence, dating violence or stalking.

* [Project Name] provides all tenants notice of their rights and obligations under VAWA.
* [Project Name] provides tenants the option to complete the Certification of Domestic Violence, Dating Violence or Stalking, form HUD-5382. The certification form is available to all families upon their acceptance as a tenant.

**SOCIAL SECURITY NUMBER (SSN) REQUIREMENTS**

Arkansas Development Finance Authority (“ADFA”) requires SSN for all household members prior to move-in.

**Timeframe for Providing Social Security Numbers - Applicants**

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

If all non-exempt household members have not disclosed and/or provided verification of their SSNs at the time a unit becomes available, the next eligible applicant must be offered the available unit.

**Timeframe for Providing Social Security Numbers - Residents**

All residents, (except excluded residents as noted above) and those individuals who do not contend eligible immigration status, must disclose and provide verification of their SSN at the time of their next annual recertification if:

1. They have not previously disclosed a SSN.
2. Previously disclosed an SSN that HUD or the Social Security Administration (SSA) determined was invalid; or
3. Been issued a new SSN.

**SSN Not Previously Disclosed**

The head of household must bring SSN verification, through one or more of the documents to the recertification meeting for any household member who has not disclosed and provided verification of their SSN.

**Assignment of a New SSN**

If a resident or any member of a resident's household is or has been assigned a new SSN, the resident must provide the SSN and documentation to verify the SSN to **[Project Name]** at:

1. The time of receipt of the new SSN; or
2. The next regularly scheduled recertification; or
3. Such earlier time as specified by [Project Name].

**Adding a Household Member**

When adding new household members SSN are required.

**Rejection of Documentation - Applicant or Resident**

# {Insert Property Policy}

**[Project Name]** is required to explain to the applicant· or resident the reason(s) why the document(s) is not acceptable and request the individual obtain acceptable documentation of the SSN and submit it to **[Project Name]** within a reasonable time frame.

**ELIGIBILITY**

To be eligible for housing at **[Project Name]**, you must meet the following eligibility requirements: *{Insert Property Policy}*

**Income**

You and your household's annual income cannot exceed the current Income guidelines for all funding sources in the project as determined by HUD. These income limits are adjusted periodically. For more information about current income requirements, please speak with an **[Project Name]** Housing Specialist.

**Live-in Aide/Attendant**

A person who lives with an elderly or disabled individual and is essential to that individual's care and well-being, not obligated for the individual's support and not living in the unit except to provide support services may be eligible for occupancy as a live-in aide/attendant. A live-in aide/attendant qualifies for occupancy only as long as the individual needing supportive services qualifies and may not qualify for continued occupancy as a remaining family member.

**Student Status–HOME/NHTF (or Section 8)**

To be eligible for occupancy in a HOME/NHTF unit, ANY household member who attends an institute of *higher learning* (full-time OR part-time) must meet at least one of the following qualifiers. They must be:

* A dependent of the household living with a parent
* Over age 23
* A veteran
* Married
* A parent with a dependent child
* A disabled individual who was receiving Section 8 assistance prior to November 30, 2005

If they do not meet one of the above, the student must be either:

* Independent from parents -OR-
* Have parents who are income-eligible

Student status eligibility will be verified at Move-in (MI), Annual Recertification (AR), and Initial Certification (IC)

**Student Status –LIHTC**

The IRS Code prohibits tax credit units being used as dormitories. Generally, households made up entirely of full-time students do not qualify.

A full-time student is defined as any individual of any age who:

* Attends a school with facilities and regular student body (including online-based learning).
  + Attends all or parts of any 5 months out of the calendar year (not necessarily consecutively).
  + Is considered full-time by the school that they attend, based on that school’s definition of a fulltime student.

There are five exceptions to the student rule prohibiting households made up entirely of full- time students. Full-time student households must meet one of the exceptions continually to live in a LIHTC unit for the period of time that everyone is a full-time student.

* All adults are married and entitled to file a joint tax return.
* An adult member is a single parent with a minor child in the unit, the adult is not a tax dependent of any third party, and the children are not claimed as a tax dependent by anyone other than one of their parents (even if the other parent is not in the unit).
* The household includes a member who receives welfare assistance in the form of Temporary Assistance to Needy Families (TANF).
* The household includes a member who formerly received foster care assistance (that means they were a foster child or adult).
* The household contains a member who gets assistance from the Job Training Partnership Act (JTPA) or similar programs. (NOTE: The “Workforce Investment Act” has replaced JTPA).

**Student Status –LIHTC and HOME/NHTF or Section 8**

For households applying for a unit that is both a LIHTC and HOME/NHTF and/or Section 8 unit, both student status standards must be applied separately, and the household member has to qualify under both programs.

**Criminal Background Check**

# {Insert Property Policy}

*A written refusal to house is required.*

**Rental History and Landlord References:** To be eligible for **[Project Name]** housing you and your household must be able to demonstrate a history of: *{Insert Property Policy}*

**HOUSING OCCUPANCY, WAITING LIST, AND PREFERENTIAL SELECTION**

# {Insert Property Policy}

**OCCUPANCY STANDARDS –MAXIMUM # PERSONS PER UNIT**

# {Complete Chart based on your Property Policy}

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **# of**  **Persons** | **Efficiency** | **One**  **Bedroom** | **Two**  **Bedroom** | **Three**  **Bedroom** | **Four**  **Bedroom** | **Five**  **Bedroom** |
| **1** |  |  |  |  |  |  |
| **2** |  |  |  |  |  |  |
| **3** |  |  |  |  |  |  |
| **4** |  |  |  |  |  |  |
| **5** |  |  |  |  |  |  |
| **6** |  |  |  |  |  |  |
| **7** |  |  |  |  |  |  |
| **8** |  |  |  |  |  |  |
| **9** |  |  |  |  |  |  |
| **10** |  |  |  |  |  |  |

**Unit Transfer**

A current resident unit transfer may occur for one of the following reasons:

# {Insert Property Policy}

**ACCEPTANCE FOR AN AVAILABLE UNIT**

# {Insert Property Policy}

**SECURITY DEPOSITS**

# {Insert Property Policy}

**TERMINATION OF RESIDENCY**

**[Project Name]** is a landlord like any other. Your residency may terminate upon violation of any of the following conditions, subject to the Uniform Landlord and Resident Act contained in the Arkansas Code: *{Insert any additional property polices}*



**18-17-601. Tenant to maintain dwelling unit.**

A tenant shall:

1. Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
2. Keep the dwelling unit and that part of the premises that he or she uses reasonably safe and reasonably clean.
3. Dispose from his or her dwelling unit all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner.
4. Keep all plumbing fixtures in the dwelling unit or used by the tenant reasonably clean.
5. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators in the premises.
6. Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the tenant's permission or who is allowed access to the premises by the tenant.
7. Conduct himself or herself and require other persons on the premises with the tenant's permission or who are allowed access to the premises by the tenant to conduct themselves in a manner that will not disturb other tenant's peaceful enjoyment of the premises; and
8. Comply with the lease and rules that are enforceable pursuant to this subchapter.

**18-17-602. Access.**

1. A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, investigate possible rule or lease violations, investigate possible criminal activity, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.
2. A tenant shall not change locks on the dwelling unit without the permission of the landlord.

**18-17-603. Tenant to use and occupy.**

Unless otherwise agreed, a tenant shall occupy his or her dwelling unit only as a dwelling unit and shall not conduct or permit any illegal activities thereon.

**18-17-401. Terms and conditions of rental agreement.**

1. A landlord and a tenant may include in a rental agreement terms and conditions not prohibited by this chapter or other rule of law, including, but not limited to, rent, term of the agreement, and other provisions governing the rights and obligations of the parties.

(1) Rent is payable without demand or notice at the time and place agreed upon by the parties.

(2) Unless the tenant is otherwise notified in writing, rent is payable at the dwelling unit and periodic rent is payable at the beginning of any term of one (1) month or less and otherwise in equal monthly installments at the beginning of each month.

1. Unless the rental agreement fixes a definite term, the tenancy is week to week in case of a roomer who pays weekly rent and in all other cases month to month.

**[Project Name]** will not discriminate against any person regarding the application of its policies and procedures for housing. This means that no resident or applicant will receive any significant and unreasonable difference in treatment, including segregation, because of age, race, religion, creed, color, sex, sexual orientation, national origin, ancestry, disability, familial status or because of their association with another person of a different age, race, religion, creed, color, sex, sexual orientation, national origin, ancestry, disability, familial status, or gender identify.

**REMOVAL FROM THE WAITING LIST**

*{Insert Property Policies}* Applicants will be removed from the Waiting List for failing to respond to requests for additional information in the time frame allotted. However, the applicant will be reinstated to the Waiting List if their name was removed due to management error or a disability prevented the applicant from responding in a timely manner.

**OPENING AND CLOSING THE WAITING LIST**

{Insert Property Policies}

**[Project Name]** may occasionally close the waiting list for various reasons as approved by **[Project Name]** Management. Closing the waiting list means **[Project Name]** will temporarily not accept any more applications for housing. The waiting list will be re-opened as approved by **[Project Name]** Management. When either of these events occurs, we will advertise this fact by posting flyers around the **[Project Name]** Community and in accordance with the Affirmative Fair Housing Marketing Plan which will include the Limited English Proficiency (“LEP”) population.

**Rejection Process -** When rejecting an application, management will:

* Provide notification in writing of reasons for rejection.
* Inform the applicant they have 14 days to request in writing a meeting to discuss the rejection.
* Participate through a representative in an informal meeting.
* Provide a written determination to the applicant within 5 business days of the meeting.

**RECORD KEEPING**

* Owner must retain current applications as long as their status on the waiting list is active.
* Once the application is taken off the waiting list, the owner must retain the application, initial rejection notice, applicant reply, copy of the owner’s final response and all documentation supporting the reason for removal from the list for three years.
* When an applicant moves in and begins to receive assistance, the application must be maintained for three years after the tenant leaves the [**Project Name**].

**ADDITIONAL OWNER POLICIES AND PROCEDURES**

# {In addition to the required content, owners are encouraged to incorporate their own policies and practices regarding the selection of tenants into the tenant selection plan. By incorporating all policies and procedures in one plan, owners, applicants, and tenants will have one point of reference. It is all good practice for owners to include a description of the process used to provide notification to applicants on the wait list and other interested persons of the implementation of any new or revised plan.}

Other Recommended Topics to Include: See HUD Occupancy Handbook4350.3 <https://www.hud.gov/sites/documents/43503HSGH.PDF>

**I HAVE BEEN GIVEN THE OPPORTUNITY TO ASK ANY QUESTIONS THAT PERTAIN TO THE RESIDENT SELECTION POLICY. I/WE BY SIGNING BELOW CERTIFY THAT WE HAVE READ AND RECEIVED A COPY OF THESE GUIDELINES**.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicant Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicant Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Management Signature Date

We at the **[Project Name]** thank you for reading this Tenant Selection Policy. We now refer you to the [Project Name] Rules and Regulations for a better understanding of what activities are sufficiently inappropriate to warrant termination of your lease and potential eviction as a resident. Be aware that **[Project Name]** requires STRICT COMPLIANCE with its Rules and Regulations. We hope you will find [Project Name] the perfect place for you and your family.