

TENANT SELECTION PLAN

It is the policy of Woodstone Village Apartments to accept completed applications on a first come, first serve basis. After receiving a fully completed application the staff will process it in accordance with the following policy.

A. RULES OF THE OWNER/AGENT

It will be the responsibility of management to make certain that the:

1. Resident selection standards are consistently implemented to ensure that all applicants are treated fairly.
2. Applicants will not be discriminated against on the grounds of race, color, creed, sex, national origin, religion, ethnicity, familial status, elderliness or handicap.
3. Applicants will not be based strictly on Rural Development eligibility requirements, but will also be subject to state and local laws as well as meeting the Owner/Agents established Resident Selection Criteria.

B. ACCEPTING APPLICATIONS

Management will accept an application from any referral during business hours. Applications are accepted in chronological order. It is VITAL to maintain contact with the rental office to report any changes which may occur in your status. You will be notified by mail (at the address you list on the application) or by phone (at the number given on your application) and asked to return to the rental office for detailed application process. If you do not respond within the specified amount of time, your application is placed in the inactive file and your name is removed from the waiting list. In order that we may more efficiently serve you, PLEASE keep us informed. Applicants who are accepted must also meet with us annually to recertify their household income and assets.

1. A written application, on the properly prescribed form, will be completed in order to be considered for residency.
2. Proof of identity will be required of all applicants.
3. All applications must be completed in their entirety. Any application which is incomplete may disqualify an applicant. Applications which do not include phone numbers, addresses, names, etc. will not be accepted. Only fully completed applications will be accepted and recorded by date and time on the Waiting List.

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4. All applications must include a completed Citizen Declaration Form for each person who will reside in the unit. The following documentation is required:
 - From U.S. citizens, a signed declaration of citizenship. Owners may require verification of the declaration by requiring presentation of a U.S. birth certificate or U.S. passport.
 - From noncitizens 62 years and older, a signed declaration of eligible noncitizens status and proof of age.
 - From noncitizens under the age of 62 claiming eligible status:
 1. A signed declaration of eligible immigration status.
 2. A signed consent form and
 3. One of the DHS-approved documents.
5. Management will maintain the Waiting List by bedroom size needs. Management will also indicate on the Waiting List the following about each applicant:
 - Name
 - Date unit offered and rejected with reason for the rejection noted.
 - Date and time completed application was submitted.
 - Whether special accommodations are required.
 - Income category of applicant.
 - Applicant contacts.
6. Those applicants on the Waiting List, who have not been housed and are still interested in housing, constitute the project's Waiting List.
7. Any applicant who we contact that is next on the waitlist for an apartment home must accept that home or they will go to the bottom of the waitlist. An applicant may refuse an apartment three (3) times. At that point they will be removed from the waitlist and will have to re-apply.

C. REJECTING APPLICATIONS

Those applicants who failed to pass the initial screening criteria will be notified of the rejection of their application. Applications may be rejected for any of the following reasons:

- Not meeting, or in certain programs exceeding, criteria for the property. Criteria is specified and based upon the type of mortgage

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insurance and, where applicable, resident subsidy program requirements.

- Not meeting property screening criteria.
- Submitting an incomplete application.
- Family composition and/or size do not conform to the unit(s) available on the property.
- Household income exceeds Rural Development or Tax Credit income limits for the programs available on the property.
- Applicant provided false information necessary in the determination of eligibility.
- Applicant failed to provide Social Security Number and cards for each household member as required.
- Applicant is a non-citizen ineligible to receive assistance from Rural Development administered programs according to federal law.

Under Federal Rule, the property is required to screen applicants for drug or other criminal activity. This includes former landlord references and any past eviction for these types of activity. Applicants will be rejected without exception if:

- Any household member has been evicted from federally assisted housing for drug related activity for three years from the date of eviction.
- Any household member is currently engaging in illegal drug use.
- It is determined that there is reasonable cause to believe that a household member is currently engaging in, or has engaged in during the past three (3) years before the admission decision in drug related activity, violent criminal activity, or other criminal activity that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
- It is determined that there is reasonable cause to believe that a household member's past illegal use or a pattern of illegal use of a drug may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. (Examples of

evidence of illegal activities may include a conviction record, former landlord references, etc.)

- If there is a member of the household subject to a lifetime registration requirement under a state sex offender registration program.
- If there is a reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. This includes information obtained from landlord references.

Any applicant who is rejected will receive a written notification informing them of their right to request a meeting with the management within fourteen days to clarify or provide additional information for which the rejection was based upon. If clarification or additional information is provided, management reserves the right to uphold or reverse the decision to reject the application. Persons with disabilities have the right to request reasonable accommodations to participate in the informal hearing process.

D. SELECTION CRITERIA

Woodstone Village plays an active role in resident integrity and the management will investigate any and all reports of false statements. Deliberately submitting false, incomplete, or misleading information will be grounds for rejection of the application with no chance to reapply. All applications must positively demonstrate the following:

1. An ability to pay rent. Applicants for Rural Development rental assistance must have sufficient resources to obtain normally accepted basic needs such as utilities, food, clothing and medical requirements. Woodstone Village Apartments does not accept "Zero Income", you must show how you will be able to pay your utilities.
2. A willingness to pay rent in a timely manner and demonstrated a history of stable prior residence. At least one verifiable landlord reference may be required. Applicants with questionable or no rental history may be required to provide personal references from community members such as a teacher, pastor, priest of a local church, physician, or attorney, etc.
3. A history of stable credit as determined by past landlord and/or housing authorities.
4. An ability and willingness to comply with the lease requirements and house rules and regulations. Willingness to comply with the lease means that the applicant has a history of complying with comparable lease requirements, has not been previously evicted from other property, has not been previously terminated from

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- assisted housing for fraud, has not refused to cooperate with certifications or recertification of household income and composition and does not have a lifestyle that would be detrimental to themselves or the peaceful enjoyment of the other residents. Applicants shall not have a history of disturbance of neighbors, destruction of property, living or housekeeping habits, which adversely affect the health, safety, or welfare of other residents.
5. Willingness to abide by the laws established by federal, state and local governments. Willingness to abide by laws established means that the applicant does not have a history of criminal offences or activities involving physical violence to persons or property or other criminal act which adversely affect the viability of the complex. This includes but is not limited to the possession, sale or use of illegal substances. Consideration may be given to those applicants with a history of criminal offences based upon the type of offense and length of time since the last occurrence.
 6. Ability to provide Social Security Cards or other acceptable forms of verification for all household members. Other acceptable forms of verification may include a document form a federal government agency or state government agency and must contain the social security number, along with other identifying information (e.g. name, address, DOB, etc.). For any new applicant under the age of 6, management will allow the member to be added and the applicant will have 90 days to provide documentation of the SSN. If the applicant is 6 years or over, a social security number must be provided at the time of request or the household member cannot be added to the family composition until the family has complied the SSN disclosure and verification requirements.
 7. Sole residency. If admitted into Woodstone Village, this must be your only residence.
 8. An applicant's income must not exceed the applicable program income limits as defined by LIHTC.
 9. In addition to the above regulations, all applicants must be of legal age and/or emancipated. All applicants must also meet the basic requirements as set forth in the Rural Development guidelines.

In the event of your application being rejected, you must request an informal hearing in writing to Woodstone Village no later than the time limit on your rejection letter. Factors to be considered when requesting an informal hearing will include the following:

1. Evidence of rehabilitation.
2. Length of time since last offense.
3. Evidence of successful completion of drug rehabilitation.
4. Any other factors determined by management.

E. INCOME LIMITS

To be eligible for tenancy at Woodstone Village, the household income shall not exceed:

1 person	2 persons	3 persons	4 persons	5 persons
\$28,020	\$32,040	\$36,060	\$40,020	\$43,260
6 persons	7 persons	8 persons		
46,440	49,680	52,860		

Woodstone Village Apartments must follow the most restrictive Income Limits for Rural Development and Tax Credit Programs, as follows:

40% of Applicants @ 30% (Extremely Low) Income Limits AFS (Adjusted Family Size)

60% of Applicants @ 50% (Very Low) Income AFS

F. TRANSFERS

Transfers between units within the apartment community are determined by household size. The occupancy limits are listed below and are subject to change.

Bedroom Size	Minimum	Maximum
1	1	3
2	2	5

1. Tenants who are not under housed but who meet the minimum standards for a larger unit, can be transferred once they have occupied their current unit for one year. Tenants who require a transfer due to a reasonable accommodation or who are over or under housed do not have to occupy the unit for one year prior to a transfer.
2. All requests for a voluntary unit transfer or a transfer necessary due to handicap or disability must be in writing.
3. If a tenant is requesting a transfer due to health reasons, such as an inability to climb stairs, documentation from the tenant's physician or other qualified professional is required. Once documentation is received and the tenant has placed a written request for transfer, he/she will be added to the appropriate transfer list.
4. Tenants may NOT transfer from one apartment to another in the complex without prior permission from the landlord.
5. Transfers are processed in the following order:

- All transfers necessary because the tenant is or has become handicapped or disabled shall be the first priority.
 - All transfers necessary because a tenant is over or under housed shall be the next priority.
 - All other requested transfers will be considered only when the waiting list needs have been met for that particular size unit.
6. Tenants granted a transfer would be given written notice of the transfer at least thirty (30) days prior to the transfer date. This notice does not, however, guarantee a transfer within thirty (30) days of the notice.
- In the event Resident shall remain in the apartment, resident shall, as of thirty (30) days after receipt of the above described notice, become no longer entitled to the benefit of payments and shall comply with and be subject to the provisions of Paragraph 7 hereof.
 - A tenant's failure to transfer within the prescribed time allowances also will be good cause for the landlord to delay the tenant's transfer request. Such tenants will be placed at the bottom of the appropriate bedroom transfer list. Note: this policy applies only to voluntary transfers.
7. Immediately prior to transferring, the landlord will perform a move-out inspection. The transferring tenant will be responsible for all damages, except reasonable wear and tear. Timely payment for damages is required. The landlord reserves the right to deduct all or part of damage charges from the existing security deposit and earned interest (if applicable).
8. When a tenant transfers to a new unit, the landlord will transfer any remaining security deposit. The tenant must pay any additional amounts required as a security deposit within ten (10) days of occupying the unit they are transferring to. If the landlord requests the tenant to transfer, the tenant (a) may remain in his/her present unit and pay the RD-approved market rent; or (b) move within thirty (30) days after the landlord notifies him/her that a unit of the required size is available within the project.
9. Depending upon the circumstances of the transfer, a tenant may be obligated to pay all costs associated with the move. However, if a tenant is transferred as a reasonable accommodation to a household member's disability, then the owner must pay the costs associated with the transfer, unless doing so would be an undo financial and administrative burden.

G. STUDENTS

Generally, Students do not qualify for housing at Woodstone Village Apartments.

The Student Rules are applicable to full students only. Student Rules state that students will be eligible for the Program if the student meets all other eligibility requirements, passes screening criteria and is:

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A household in a Tax Credit property cannot be comprised of **all** full-time students unless:

- The student occupants are married (not necessarily to each other) and each occupant is eligible to file a joint return for federal income tax purposes.
- The household receives Aid for Dependent Children (under Title IV of the Social Security Act) or Temporary Aid to Needy Families (TANF).
- The student is enrolled in a Job Training program receiving assistance under the Job Training Partnership Act (employment and training programs for native Americans, migrant or seasonal farm workers, Job Corps, Veterans employment programs, State job training programs, careers intern programs, etc.) or other similar Federal, state or local laws.
- The student is a single parent. (Section 6 of H.R. 3648 effective December 18, 2007 now allows children of single parents to be dependents of the other parent).
- The student is a person who was under the Foster Care System within five (5) years of the effective date of the move-in or initial certification.

I. POLICY FOR OPENING AND CLOSING THE WAITING LIST

The waiting list shall remain open until which time the number of applicants on the waiting list reaches 100. Owner will advertise in the local newspaper when the list is closed and again when it is re-opened.

J. OCCUPANCY STANDARDS

The occupancy standards for Dogwood Terrace are as follows:

<u>Bedroom</u>	<u>Minimum</u>	<u>Maximum</u>
1	1	2
2	2	4

K. PROJECT –SPECIFIC AND ELIGIBILITY REQUIREMENTS

Woodstone Village Apartments is a multifamily State Agency Rural Development New Construction and Tax Credit property that has 1- and 2-bedroom apartments. Woodstone Village Apartments follows the Regulations for the 515 Program, and the IRS regulations for the Tax Credit Program.

L. Fair Housing and Equal Opportunity Requirements Statements of Nondiscrimination

It is the policy of this Property to comply fully with Title VI of the Civil Rights Act of 1964, 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.

Every reasonable adjustment will be made to rules, policies, practices and procedures in order to enable an applicant or resident with a disability to have an equal opportunity to use and enjoy the unit and the common areas of a dwelling, or to participate in or have access to other activities conducted.

Eligibility of Applicants for Admission and Assistance will be determined under requirements of the 3560 Rural Development Handbook. In applying the nondiscrimination requirements of Section 504 and the Fair Housing Act regarding persons with disabilities, it will be unlawful to inquire whether an applicant for an apartment, a person intending to reside in the unit after it becomes available, or anyone associated with the applicant or resident, has a disability; or as to the nature or severity of a disability of such person(s). However, it will be permissible to inquire into an applicant's ability to meet the requirements of tenancy and to determine if an applicant is a current illegal abuser or addict of a controlled substance.

The Property shall not discriminate because of race, color, sex, familial status, religion, handicap, disability, national origin, elderliness or age in leasing, rental, or other disposition of housing in any of the following:

- a. deny to any household the opportunity to apply for housing, nor deny to any eligible applicant the opportunity to lease housing suitable to its needs,
- b. provide housing, which is different than that provided others,
- c. subject a person to segregation or disparage treatment,
- d. restrict a person's access to any benefit enjoyed by others in connection with the housing program,
- e. treat a person differently in determining eligibility or other requirements for admission,
- f. deny a person access to the same level of services,
- g. marketing, statements, and notices

The property will seek to identify and eliminate situations or procedures which create a barrier to equal housing opportunity for all. In accordance with Section 504, the Property will make reasonable accommodations for individuals with handicaps or disabilities (applicants or residents). Such accommodations may include changes in the method of administering policies, procedures, or services.

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If an appropriate-size accessible unit is not available, applicant needing accessible unit may be housed in a larger accessible unit in order to maximize the use of the accessible features.

While Woodstone Village maintains a “no pet” policy, assistance animals (animals that work to provide assistance or perform tasks for the benefit of a person with a disability, or animals that provide emotional support that alleviates one or more identified symptoms or effects a person’s disability) are considered a reasonable accommodation. These “service animals” will be allowed unless the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation, the animal would cause substantial physical damage to the property of others, the presence of the assistance animal would pose an undue financial and administrative burden to the property or the presence of the assistance animal would fundamentally alter the nature of the property’s services. No additional fee or deposit will be charged to the tenant for the “service animal”.

In reaching a reasonable accommodation with, or performing structural modification for, otherwise qualified individuals with disabilities, it is not required to:

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

M. VIOLENCE AGAINST WOMENS ACT AND DEPARTMENT OF JUSTICE REAUTHORIZATION ACT OF 2005

The law offers the following protections against eviction or denial of housing based on domestic violence, dating violence or stalking:

- a. An applicant’s or program participant’s status as a victim of domestic violence, dating violence, or stalking is not a basis for denial of rental assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission.
- b. An incident or incidents of actual or threatened domestic violence, dating violence or stalking will not be construed as

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- serious or repeated violations of the lease or other “good cause” for terminating the assistance, tenancy, or occupancy rights of a victim of abuse.
- c. Criminal activity directly related 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 assistance, tenancy, or occupancy rights of the victim of the criminal acts.
 - d. Assistance may be terminated or a lease “bifurcated” in order to remove an offending household member from the home. Whether or not the individual is a signatory to the lease and lawful tenant. If he/she engages in a criminal act of physical violence against family members or others, he/she stands to be evicted, removed, or have his/her occupancy rights terminated. This action is taken while allowing the victim, who is a tenant or a lawful occupant, to remain.
 - e. The provisions protecting victims of domestic violence, dating violence or stalking engaged in by a member of the household, may not be construed to limit the Owner/Agent, when notified, from honoring various court orders issued to either protect the victim or address the distribution of property in case a family breaks up.
 - f. The authority to evict or terminate assistance is not limited with respect to a victim that commits unrelated criminal activity. Furthermore, if an Owner/Agent can show an actual and imminent threat to other tenants or those employed at or providing service to the property if an unlawful tenant’s residency is not terminated, then evicting a victim is an option, the VAWA notwithstanding. Ultimately, Owners/Agents may not subject victims to more demanding standards than other tenants.
 - g. The VAWA protections shall not supersede any provisions of any federal, state or local law that provides greater protection for victims of domestic violence, dating violence, or stalking. The laws offering greater protection are applied in instances of domestic violence, dating violence or stalking.
 - h. Owners/Agents responding to an incident of actual or threatened domestic violence, dating violence, or stalking that could potentially have an impact of a tenant’s participation in the housing program may request in writing that an individual complete, sign, and submit within 14 business days of the request, the HUD-approved certification form (HUD-91066). The Owner/Agent may extend this time frame at his/her discretion.

- i. Alternatively, in lieu of the certification form or in addition to it, Owners/Agents may accept a federal state, tribal, territorial, or local police record or court record or documentation signed and attested to by a professional (employee, agent or volunteer of a victim service provider, an attorney, medical personnel, etc.) from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking or the effects of the abuse. The signatory attests under penalty of perjury to his/her belief that the incident in question represents bona fide abuse, and the victim of domestic violence, dating violence or stalking has signed or attested to the document 4/1/2009 documentation.
- j. Owners/Agents are not required to demand that an individual produce official documentation or physical proof of an individual's status as a victim of domestic violence, dating violence or stalking in order to receive the protections of the VAWA. Owners/Agents, at their discretion, may provide assistance to an individual based solely upon the individual's statement or other corroborating evidence. Owner's/Agents will carefully evaluate abuse claims as to avoid conducting an eviction based on false or unsubstantiated accusations.
- k. Owner/Agent will retain all documentation relating to an individual's domestic violence, dating violence or stalking in a separate file that is kept in a separate location from other tenant files.

N. RESIDENTS –NOTICE OF TERMINATION:

Resident agrees to execute a Lease for one (1) year. Should Resident not wish to renew the lease, notice in writing must be given to the management office thirty (30) days prior to the lease termination. Resident may also terminate this lease during its term for “good cause” with thirty (30) days written notice to the management office. “Good Cause” is defined as such reasons customary or mandatory in the community, such as an involuntary transfer of Residents employment, an involuntary termination of Residents employment, death of a spouse, or severe illness of Resident or notification of the resident by Owner/Manager of intent to prepay. In the event that Residents lease is terminated pursuant to this clause, should the unit not be re-rented immediately, security deposit money may be used to cover loss of rent.

After the first (12 months) of the lease, Resident may give management a thirty (30)

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day notice of intention to vacate on the first day of the month in writing. Resident will be responsible for payment of rent and all utilities for the thirty (30) day period. If the Resident has not returned the keys by the end of that thirty day (30) day period and Resident remains in apartment for even one day into the following month the Resident will be charged for the entire month.

If Owner terminates a lease for any reason the resident will be given 30 days written notice and to ensure a systematic approach Owner has provided an informal grievance hearing procedure. This allows the resident to request in writing to the manager for a conference/hearing to discuss and present any defenses on the residents' behalf. Failure to comply within the time frame will result in your waiver of the right to avail yourself of an informal hearing. While it is not mandatory legal council of your own choosing and expense may represent you. The hearing will be scheduled by management and will take place at the rental office. The hearing will commence promptly and any tardiness on Tenants behalf may result in partial or complete waiver of your opportunity to present your defense.