

The Meadows at Prairie Ridge

Tenant Selection Plan

Program Information

The Meadows at Prairie Ridge – is a 237-unit property designed to provide housing to all families who meet the affordable housing program eligibility and screening requirements.

For purposes of this Tenant Selection Plan, Broadway Street Living is the management agent (“management”) for this property.

Low Income Housing Tax Credit (HTC) program

Canvas participates in the Section 42 Low Income Housing Tax Credit program (HTC). To apply for Section 42 housing, applicants must be qualified under the income limits established by HUD and applicable agencies for the size and type of unit available. Being eligible, however, is not an entitlement to housing. In addition, every applicant must meet the tenant selection criteria. The tenant selection criteria are used to demonstrate the applicant’s suitability, either alone or with assistance, to comply with the rules governing tenancy.

Fair Housing and Equal Opportunity Requirements / Non-Discrimination

It is the policy of this property to comply fully with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any legislation protecting the individual rights of tenants, applicants or staff which may subsequently be enacted. The property will not discriminate based on race, color, sex (including sexual orientation or gender identity), religion, age, handicap, disability, familial status, national origin, marital status, ancestry, receipt of public assistance or housing choice vouchers, in the leasing, rental, or use or occupancy thereof.

In addition, the property will not:

- Deny any applicant the opportunity to apply for housing, nor deny to any eligible applicant the opportunity to lease housing suitable to its needs;
- Provide housing which is different from that provided others;
- Subject a person to segregation or disparate treatment;
- Restrict a person's access to any benefit enjoyed by others in connection with the housing program;
- Treat a person differently in determining eligibility or other requirements for admission;
- Deny a person access to the same level of services; or
- Deny a person the opportunity to participate in a planning or advisory group that is an integral part of the program.
- The property shall not automatically deny admission to a particular group or category of otherwise eligible applicants. Each applicant in a particular group or category will be treated on an individual basis in the normal processing routine.

Equal Access to Housing Regardless of Sexual Orientation (Gender Identity or Marital Status Equal Access Rule)

On February 3, 2012, HUD published a final rule entitled Equal Access to Housing in HUD Programs regardless of Sexual Orientation or Gender Identity, which ensures that properties across HUD programs are open to all eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status. The rule includes the following provisions, which will be always upheld by the property. A determination of eligibility for this property will be made in accordance with the eligibility requirements provided by HUD and will be made available without regard to actual or perceived sexual orientation, gender identity, or marital status.



Definitions for the Equal Access Rule

The property will use the following definitions that are applicable to the Equal Access Rule:

- The term family includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:
- A single person, who may be an elderly person, displaced person, disabled person, near-elderly person or any other single person; or
- A group of persons residing together and such group includes, but is not limited to (i) a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family); (ii) an elderly family; (iii) a near-elderly family; (iv) a disabled family; (v) a displaced family; and (vi) the remaining member of a tenant family)
- The term gender identity means actual or perceived gender-related characteristics.
- The term sexual orientation means homosexuality, heterosexuality, or bisexuality.

Limited English Proficiency (LEP)

It is management's practice to take affirmative steps to communicate with persons who need services or information in a language other than English. Management has taken steps to ensure meaningful access to the information and services that we provide for persons with limited English proficiency, by providing interpreter services and/or written materials translated into other languages. If management determines there is an applicant or tenant who does not read a language that HUD has translated its forms into, management will provide those applicants and tenants with forms translated into languages they do understand in accordance with HUD's LEP guidance.

Auxiliary Aids to Ensure Effective Communication

The property will seek to effectively communicate with applicants, tenants, and members of the public who are individuals with handicaps or disabilities. The property requests 7 days notice to make any service, meeting, interview, appointment, or any business accessible through the use of auxiliary aids. Requests for auxiliary aids may include visual alarms, tactile signs, visual doorbells, readers, interpreters, large print or Braille applications, leases, and other information/communications, recordings of such information, and a community room television that provides closed-captioning service.

Application Procedures

Anyone who wishes to be admitted to the housing community must complete an application online via Rent Cafe or a written application, submit the application fee, and consent forms as prescribed or approved by Broadway Street Living, LLC. The application must contain enough information to enable management to:

- Tentatively determine the household's eligibility with the following information:
 - Family size and composition, (including names of all persons who will be residing in the unit, dates of birth, social security numbers, and relationship to head of household)
 - Anticipated annual income
 - Assets now owned and assets disposed of for less than fair market value within the past two years
 - Student status
 - The head of household must be at least eighteen (18) years of age OR an emancipated minor. Proof of age eighteen (18) and/or emancipated status is required. All applicants must possess the legal capacity to enter into a lease agreement.
 - Determination if the applicant qualifies for a State or Federal preference.
 - Previous termination from a subsidized housing program due to fraud, non-payment of rent or failure to cooperate with recertification procedures or lease terms.



Interest List

The property maintains a list of parties that are interested in renting in the community. When a unit becomes available all interested parties are contacted via email. The available unit(s) are rented on a first come, first served basis.

Applicant Selection

When an HTC unit becomes available, the unit is filled on a first come, first served basis. The applicant will be required to meet with management to:

- Complete application and screening criteria.
- Complete household questionnaire (head of household, spouse, and all household members aged eighteen (18) and older must sign).
- All adults sign required verification forms authorizing release of all income, asset(s), disposal of asset(s), and student status information to determine income eligibility.
- Provide any documentation required to complete the application process.

At this time, the management will:

- Explain program requirements, verification procedures, and penalties for false information.
- Advise the applicant that a final determination of their eligibility cannot be made until all income and asset information has been obtained to calculate anticipated gross annual income.

Occupancy Standards

Management complies with all reasonable state and local health and safety restrictions regarding the maximum number of persons permitted to occupy a unit. In the absence of such restriction, overcrowding is deemed to occur when the total number of persons in the unit exceeds two persons per habitable sleeping room.

Unit Size	Maximum Household Size
One Bedroom	2
Two Bedroom	4
Three Bedroom	6

Handicapped Accessible Units

In accordance with Section 504 of the Rehabilitation Act of 1973, accessible units are allocated using a special priority approach.

When accessible units become available, applicants requiring the features of an accessible unit; (i.e., a disabled family) shall be offered an accessible unit, of appropriate bedroom size, before applicants not requiring the accessible features regardless of the time/date of disabled family's application.

Program Eligibility & Verification Requirements

Each household is responsible to provide verification of income, assets, and student status for all household members, including minors.

Household Composition

Household composition for income limit determination will be documented according to HUD requirements. The following individuals will be included:

- Children temporarily absent due to placement in a foster home.
- Children in joint custody arrangements who are present in the household 50% or more of the time (if disputed, determine which parent claimed the children as dependents for purposes of filing a federal income tax return).
- Children who are away at school but who live with the family during school recesses.
- Unborn children of pregnant women. (A self-certification of pregnancy is required).
- Children who are in the process of being adopted.
- Temporarily absent family members who are still considered family members. For example, a family member who is working in another state on assignment is temporarily absent.
 - Persons on active military duty are considered temporarily absent (except if the person is not the head, co-head or spouse or has no dependents living in the unit). If the person on active military duty is the head, co-head, or spouse, or if the spouse or dependents of the person on active military duty resides in the unit, that person's income must be counted in full.
 - Family members in the hospital or rehabilitation facility for periods of limited or fixed duration. These persons are temporarily absent as defined above.
 - For persons permanently confined to a hospital or nursing home, the family decides if such person(s) is/are included when determining family size for income limits.

Household members listed on the application must provide:

- Government-issued photo identification cards for all adult household members
- Birth certificates for all minor household members

Income Limits

The household's gross annual income cannot exceed the current income limits. These income limits are adjusted annually and can be provided by management upon request. An applicant's household gross income (before any deductions) must be less than the maximum income amount for the unit based on the number of household members. Applicant households cannot terminate employment or other income, remove or add household members for the sole purpose of meeting the income qualification requirements of the program.

The property will have the rent and income restrictions as outlined below. (AMI=Area Median Income):

Program	Income Limit
Tax Credit	50% AMI
Tax Credit	60% AMI
Tax Credit	70% AMI
Market Rate	NA

Income Verification

Examples of acceptable documents for verification are based on income type and may include, but are not limited to:

- Employment: A minimum of six recent, consecutive paychecks (if paid bi-weekly/semi-monthly) or nine recent, consecutive paychecks (if paid weekly). If new employment, an offer letter on company letterhead, signed and dated by Human Resources (or above position), along with all paychecks

received prior to move-in. Employment Verification forms will also be requested from the Employer. Acceptance is conditional until paychecks are received.

- Self-employment: Last two years of Federal tax return, including pages of 1040 and Schedule C, signed and dated by all adults, even if electronically filed. If new business, a completed monthly profit and loss statement with proof of income received and receipts for expenses.
- Public Assistance: A recent benefit letter showing the cash assistance received.
- Unemployment: A payment history printout showing twelve months of payments received.
- Child Support, Alimony, or Other Contributions: Documentation of payments received for the past twelve months.
- Social Security, SSI, and Other Monthly Disability or Retirement Benefits: A current dated proof of income letter (within 120 days of move-in date).
- Asset verification will be completed in accordance with HUD, HOTMA, Minnesota Housing, and other applicable program requirements.

Tax Credit (HTC) Student Eligibility Requirements

Under Tax Credit, most households where all members are full-time students are not HTC eligible, and units occupied by these households may not be counted as HTC units. IRS Code Section 151(c)(4) defines a student as an individual, who during each of five calendar months during the calendar year in which the taxable year of the taxpayer begins, is a full-time student at an educational organization described in IRC Sec 170(b)(1)(A)(ii). Treasury Regulations Section 1.51- 3(b) further provides that the five calendar months need not be consecutive.

There are five exceptions to the limitation on households where all members are full-time students. full-time student households that are income eligible and satisfy one or more of the following conditions are considered eligible:

- Students are married and entitled to file a joint tax return. A married couple that is entitled to file a joint tax return, but has not filed one, still satisfies the exception.
- The household consists of a single parent with child(ren) and the parent is not a dependent of someone else, and the child(ren) is/are not dependent(s) of someone other than a parent.
- At least one member of the household receives assistance under Title IV of the Social Security Act, formerly Aid to Families with Dependent Children (AFDC) now known as Temporary Assistance for Needy Families CTANF), or in Minnesota, the Minnesota Family Investment Program (MFIP).
- At least one member of the household participates in a program receiving assistance under the Job Training Partnership Act (JTPA) or other similar federal, state, or local laws. The JTPA program was repealed in 1998 and replaced with the Workforce Investment Act (WIA). WJA, and JTPA when it existed, funds programs such as adult literacy, English as a second language, General Education Diploma (GED) courses, vocational services for the blind, employment and training programs for Native Americans and migrant and seasonal farm workers, job corps, veteran's employment programs, summer youth employment and training, employment and training for dislocated workers and displaced homemakers, etc. Students in those programs are eligible for the JTPA exemption provided the school or community education department verifies that the applicant/tenant is a participant in a program similar to those funded under JTPA or WIA.
- At least one member of the household was previously in foster care. Foster care means substitute care for children placed away from parents or guardians and for whom the state agency has placement and care responsibility. This includes, but is not limited to, placement in foster family homes, foster homes of relatives, group homes, emergency shelters, tenential facilities, childcare institutions, and pre-adoptive homes. A child is in foster care in accordance with this definition



regardless of whether the foster care facility is licensed, and payments are made by the state or local agency for the care of the child, whether adoption subsidy payments are being made prior to the finalization of an adoption, or whether there is a federal matching of any payments that are made.

In order to properly document student eligibility, all households must complete an Annual Student Certification (HTC35) as part of the initial certification and annually thereafter.

Screening Criteria

Our screening criteria are narrowly and proportionately tailored to comply with fair housing law, advance the property's interests, and not unduly limit an applicant's admission based on criminal background. We have and will continue to consider the interests of the property, various laws, and other relevant materials when determining how to treat criminal records under our criteria. We will reject applications when required to do so by federal, state, or local law. We have the discretion to modify our policy and criteria based on new information, new law, our experience in applying the policy and criteria, and other business justifications. Tenants and applicants with active applications in process will receive a 30-day notice of the change.

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 tenants to peacefully enjoy their homes. Applicant screening is performed in a manner that is reasonable, consistent, and complies with fair housing laws.

All adult applicants will be screened through a third-party tenant screening agency on the following factors. In addition, any adults added to the household and any live-in aides will be subject to the same screening criteria, except a live-in aide's ability to pay rent and utilities on time shall not be considered.

- References from current and former landlords
- Lack of rental history for first-time renters, as opposed to poor rental history, is not a basis to reject an application
- A pending eviction action will not be basis to reject an application
- Any eviction action that has not resulted in a writ of recovery of premises and order to vacate will not be basis to reject an application
- Any court file that is not public, has been expunged, or has been destroyed, including housing, criminal, judgments, etc. will not be a basis to reject an application
- Housekeeping criteria are not intended to exclude households whose housekeeping is only superficially unclean or disorderly if such conditions would not appear to affect their or others' health, safety and/or welfare or cause damage to property or pest infestation
- Lack of a credit history, as opposed to poor credit history, is not a basis to reject an application.

Minimum Income

An applicant's household income must be equal to or greater than two (2) times the household's rent amount for the unit.

Credit History

Information within a credit report that is directly relevant to fitness as a tenant can be relied upon by a landlord to determine ability to pay rent, not credit score alone. Fitness determination is conducted by ScreeningWorks, a third party screening partner.



Rental History

Information received from previous landlords that is directly relevant to fitness as a tenant can be relied upon to determine ability to pay rent, housekeeping standards, and compliance with the lease.

- Eviction was settled with no judgment or writ of recovery issued that was entered one (1) or more years before the applicant submits the application would not be cause for denial.
- Eviction Resulted in a judgment against the applicant that was entered three (3) or more years before the applicant submits the application would not be cause for denial.
- Eviction action that was dismissed or resulted in a judgment in favor of the applicant will not be a basis for denying an application.
- Insufficient rental history will not be cause for denial, unless the applicant in bad faith withholds rental history information that might otherwise form a basis for denial.

Criminal History

- Felony convictions within the past 7 years such as drug offenses as defined in Section 102 of the federal controlled substances act, and 10 years from the date of sentencing for first-degree murder, second-degree murder, third-degree murder, first-degree manslaughter, kidnapping, first-degree criminal sexual conduct, first degree assault, first degree arson and first-degree aggravated robbery will be denied.
- Misdemeanor convictions within the past 3 years such as arson, assault, burglary, destruction of property, disturbance of peace, drug offenses, fraud, harassment, kidnapping, manslaughter, robbery, sex crimes, theft, and weapons will be denied.
- Any member of the household who is subject to a lifetime sex offender registration requirement under a state sex offender registration program will be denied.
- Open charges: Unless the charge is for a crime that we disregard under our screening policy, we reject applicants with open charges. An applicant may re-apply upon resolution of the open charge, at which time the then-closed charge will be considered under our criteria. If the open charge was dismissed, the application would not be denied on the basis of that charge. If the open charge resulted in a conviction, it will be evaluated under our criteria to determine whether the conviction requires rejection of the application.
- Individuals may potentially be disqualified if, based on multiple factors, they are determined to pose a risk to the safety of others in the building. This evaluation will be in consultation with General Counsel, and will consider multiple factors including the nature of the population served in the particular building, prior restrictions from other programs, the nature and seriousness of the act(s), circumstances related to the act(s) including mitigating factors or social conditions surrounding the commission of the act(s); the age of the individual when committed and timeframe of the act and all other competent evidence of rehabilitation.

We have the discretion to evaluate criminal records to determine how to characterize them and apply our screening criteria.

Consideration of Circumstances - Mitigating Factors

Management may consider whether the appropriate household member has completed a supervised drug or alcohol rehabilitation program and may require documentation of the successful completion of the rehabilitation program. Management may also require an applicant to exclude a household member when the member's past or current actions would prevent the household from being eligible. As to other grounds for denial of admission, this plan provides for the consideration of mitigating factors that rebut the presumption that an applicant will be unable to meet the requirements of tenancy.

Among the factors that should be considered are:

- the severity of the potentially disqualifying conduct;
- the amount of time that has elapsed since the occurrence of such conduct;
- the degree of danger, if any, to the health, safety and security of others or to the security of the property of others or to the physical conditions of the housing development and its common areas if the conduct recurred;
- the disruption, inconvenience, or financial impact that recurrence would cause the housing provider; and the likelihood that the applicant's behavior in the future will be substantially improved. In general, the greater degree of danger, if any, to the health, safety and security of others or to the security of property of others or the physical condition of the housing, the greater must be the strength of showing that a recurrence of behavior (which led to an initial determination that the applicant would not be able to meet the essential requirements of tenancy) will not occur in the future.

All requests for a Consideration of Circumstances must be submitted to the Regional Manager and/or Vice President of Property Management for review. The Regional Manager and/or Vice President of Property Management is responsible for conducting a thorough review of the request, evaluating all relevant circumstances, and requesting additional information or supporting documentation from the applicant, as needed. After completing the review, the Regional Manager and/or Vice President of Property Management will make the final determination regarding the request for a Consideration of Circumstance. The determination will be communicated to the appropriate parties and documented in the applicant's file.

Ineligible Applicants & Denial

An applicant is considered ineligible if:

- The household's annual gross income is greater than the applicable income limit established by HUD and Minnesota Housing Finance Agency.
- Management determines that the applicant and/or household member(s) do not meet the tenant selection criteria or the criteria under which the property was developed.
- The household is composed of all full-time students that do not meet any of the exemptions listed above.
- They fail to provide necessary eligibility or verification documentation in a timely manner.
- They provide any false, misleading, or omitted information in their application. If not discovered until a lease is signed, a subsequent basis for termination of the lease will be enforced.
- At any time during the application, showing, or leasing process, any incident that occurs (such as an applicant being inappropriate, making discriminatory or disparaging comments, being under the influence, argumentative, uncooperative, etc.) that causes Management to believe that this will not be a positive and productive relationship, will be a basis for Management to reject an application, and return any funds or deposits, received.

If an applicant is denied, the applicant will be notified in writing of the denial within five (5) days along with an explanation as follows:

- Of the reasons for the rejection, and
- That the applicant has fourteen (14) days to respond in writing to appeal the rejection.

Applicant will be advised of the right to file a complaint if they believe the action was due to discrimination based upon race, color, sex (including sexual orientation or gender identity), religion, age, handicap,

disability, familial status, national origin, marital status, ancestry, receipt of public assistance or housing choice vouchers.

Any meeting with the applicant to review the denial will be conducted with a member of management who was not involved in making the initial decision to reject the applicant. A final written decision will be given to the applicant within seven (7) days of an appeal response or meeting denied files will be maintained by management for three (3) years following the denial.

All requests for a Consideration of Circumstances must be submitted to the Regional Manager and/or Vice President of Property Management for review.

The Regional Manager and/or Vice President of Property Management is responsible for conducting a thorough review of the request, evaluating all relevant circumstances, and requesting any additional information or supporting documentation from the applicant, as needed. After completing the review, the Regional Manager and/or Vice President of Property Management will make the final determination regarding the request for a Consideration of Circumstances. The determination will be communicated to the appropriate parties and documented in the applicant's file.

Record Retention

To help ensure that tenancy determination and appeal processes are being conducted in a non-discriminatory manner, all records regarding applicant denials and appeals will be retained for seven (7) years. All applicant denials, and appeals will be properly disposed of by shredding.

Application Fees & Prelease / Security Deposits

The application fee is required to be paid by the applicant before the application is screened. All application fees submitted during the application process are non-refundable the moment the payment is submitted. Once a background screening is completed as accepted or conditional, the site team will contact applicants within 24 hours to schedule an intake appointment to verify household composition, income/assets, and student status for program eligibility.

After screening acceptability and program eligibility have been verified and approved, the household will be offered a unit. If the household accepts the unit, the prelease deposit will automatically be withdrawn from the payment method provided. A payment receipt will be emailed upon completion.

Screening reports returned as "accept" require a \$500 prelease deposit. Screening reports returned as "Conditional Accept" will require an increased prelease deposit equal to one month's rent.

Once an application has been approved and an applicant is offered and accepts a unit, prelease deposits become non-refundable if the applicant backs out from the scheduled move in.

Upon move in, the full amount of the prelease deposit will be applied as the security deposit.

Once the obligations of this lease have been fulfilled the security deposit will be refundable minus cleaning, damages, or other outstanding charges the tenant acquires during the time occupying the unit.

Households denied for not meeting affordable program requirements (i.e. the household exceeds income limits or non-qualified student household) will be eligible to re-apply in one hundred-eighty (180) days only if



required documentation of change of income and/or student status is provided at the time of re-application. Changes in income, household members, or student status within the first six (6) months of occupancy that result in a household being not qualified will result in immediate lease termination.

All applicants are required to submit any necessary qualifying documents requested by the landlord within 48 hours of the written request. If the required documents are not received or are not sufficient based on the request within 48 hours, the application will be cancelled.

Household Size Change

Occupancy of this apartment is limited to the people listed on the Lease. Tenants shall notify the Manager immediately in writing if Tenant's household size changes. If there is an addition to the household that is over the age of 18, the tenant and applicant will complete the necessary verification of all income and assets to re-establish qualification for the unit. The tenant and applicant agree to execute a new Tenant Income Certification in accordance with Minnesota Housing Finance Agency requirements.

Annual Recertifications

Upon request by management, and no less than annually, tenant shall recertify tenant's household income and assets to management, or any agency in a manner satisfactory to management, and shall complete all other certification and supply further documentation with respect to income, assets, and occupancy of the premises as may be reasonably requested by management. Failure to provide accurate and timely income certification will constitute a breach of this Lease, and the tenant's tenancy may be terminated with thirty days' notice.

Unit Transfer

Tenant(s) will be considered for a unit transfer if the following has occurred:

- Increase in family composition,
- Decrease in family composition, and/or
- Family circumstances necessitate a larger or accessible unit, i.e., medical reasons.
- To transfer to a new unit, the household must sign a new twelve (12) month lease.
- The household must have lived in the current unit for a minimum of six (6) months.
- Tenant(s) must have no outstanding balance.
- The current unit does not have damage above normal wear & tear.
- A sixty (60) day notice is required to transfer within the community. Exceptions to this rule will require Regional Manager's written approval.
- All unit transfers for affordable units must be approved by compliance.

The request for a unit transfer form must be completed by the tenant and approved by the Regional Manager, and Compliance before the transfer occurs.

Reasonable Accommodations

The housing community 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 housing community will make reasonable accommodations for individuals with handicaps or disabilities (applicants or tenants) 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, the housing community 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 the housing community, including structural impracticability as defined in the Uniform Federal Accessibility Standards (UFAS).

Requests for reasonable accommodation are to be submitted by the tenant to the Property Manager. The tenant will be asked to supply the completed Request for Reasonable Accommodation and Reasonable Accommodation Verification Forms. Upon obtaining the third-party verification confirming the *need* for the reasonable accommodation requested, the Property Manager will forward to the following to the Regional Manager and VP Property Management for review on Approval/Denial.

- Request for Reasonable Accommodation form, completed by the tenant.
- Reasonable Accommodation Verification form, completed by a third party. The verification form will not be required if the disability related need for the accommodation is readily apparent.
- A report detailing the total estimated cost to accommodate the request, when the request is needed to be completed and the total cost to restore the modification to its original condition, completed by Property Manager
- Recommended action, completed by the Property Manager

Upon review of the information provided, the Regional Manager will approve or deny requests based on the Fair Housing or Section 504 Acts. If the request is approved, tenants will be informed in writing of this approval and how the property will accommodate the request. If the accommodation involves alteration to the tenant's unit, the Property Manager will work closely with the tenant to schedule the modifications. If the modification to a unit request was denied, the owners must permit the tenant to make the modification at its sole cost including, but not limited to, restoring the modification to its original condition prior to the modification being made. Where it is necessary to ensure with reasonable certainty that funds will be available for any required restoration, management may require the resident to make payments, over a reasonable period of time, into a separate interest-bearing escrow account established and maintained by the owner. The total amount deposited shall not exceed a reasonable estimate of the anticipated restoration cost. Any interest earned on the escrow account shall accrue to the benefit of the resident. Upon completion of any required restoration, or if restoration is determined to be unnecessary, any remaining escrowed funds, together with accrued interest, shall be returned to the resident. Any authorized restoration costs may be deducted from the escrow account in accordance with the written restoration agreement. Permission for any unit modifications by a tenant will also be contingent upon a specific description of the work, an assurance it will be done in a workmanlike manner and the tenant securing all necessary building permits.

Live-In Aide

A Live-in Aide is a person or persons who:

- reside(s) with an elderly, handicapped or disabled person or person(s);
- who is determined to be essential to the care and well-being of the tenant;
- is not obligated for the support of the tenant; and



- would not be living in the unit except to provide the necessary supportive services.

The policy for Live-in Aides stipulates that:

- Prior to a live-in moving into a unit, a third-party verification must be obtained indicating the need for such care and the fact that the person cared for will be able to comply with the lease terms as the result of such care;
- A live-in aide must meet the selection criteria and criminal history requirements.
- Move-in of a live-in aide will not result in overcrowding;
- The live-in aide is not listed on the lease and has no right to the unit as a remaining member of the tenant's household, and will be denied continued occupancy after the tenant, for whatever reason, is no longer living in the unit. Relatives who meet the definition and qualify as a live-in aide must understand that all rights to the unit are relinquished as the remaining member of the tenant's household;
- The income of a live-in aide is not used in determining the household's income or calculating the tenant's rent and/or housing assistance payments; and,
- A live-in Aide who violates the house rules may jeopardize the tenant's housing.

Violence Against Women Act (VAWA)

The Violence against Women Reauthorization Act of 2013 (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault, and stalking who are applying for or receiving assistance under the PBRA program. If state or local laws provide greater protection for such victims, those apply in conjunction with VAWA. In addition to definitions of key terms used in VAWA, this chapter contains general VAWA requirements and Broadway Street Living, LLC policies in three areas: notification, documentation, and confidentiality, as well as Broadway Street Living, LLC Emergency Transfer Plan required under VAWA 2013.

Definitions [24 CFR 5.2003] As used in VAWA:

- The term affiliated individual means, with respect to a person:
 - A spouse, parent, brother or sister, or child of that individual, or an individual to whom that person stands in the position or place of a parent; or - Any individual, tenant or lawful occupant living in the household of the victim of domestic violence, dating violence, sexual assault, or stalking.
- The term bifurcate means:
 - With respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.
- The term dating violence means:
 - Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors: - The length of the relationship - The type of relationship - The frequency of interaction between the persons involved in the relationship.
- The term domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a



spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

- The term sexual assault means:
 - Any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks the capacity to consent.
- The term stalking means:
 - To engage in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others or suffer substantial emotional distress.

Broadway Street Living, LLC must provide the Notice of Occupancy Rights (HUD-5380) and certification form (HUD- 5382) at the following times:

- at admission and annual reexamination
- with any notice of denial or eviction and during the first 12 months following the effective date of the final rule implementing VAWA 2013 (December 16, 2016)
- provide all applicants with information about VAWA at the time they request an application for housing
- with any notice of termination of assistance

Broadway Street Living, LLC is not limited to providing VAWA information at the times specified in the above policy.

Whenever Broadway Street Living, LLC has reason to suspect that providing information about VAWA to a tenant or affiliated individual might place a victim of domestic violence, dating violence, sexual assault, or stalking at risk, it will attempt to deliver the information by hand directly to the victim, or by having the victim come to an office or other space that may be safer for the individual, making reasonable accommodations as necessary. For example, Broadway Street Living, LLC may decide not to send mail regarding VAWA protections to the victim's unit if Broadway Street Living, LLC believes the perpetrator may have access to the victim's mail, unless requested by the victim. When discussing VAWA with the victim, Broadway Street Living, LLC will take reasonable precautions to ensure that no one can overhear the conversation, such as having conversations in a private room. The victim may, but is not required to, designate an attorney, advocate, or other secure contact for communications regarding VAWA protections.

Whenever Broadway Street Living, LLC has reason to suspect that providing information about VAWA to a tenant or affiliated individual might place a victim of domestic violence, dating violence, sexual assault, or stalking at risk, it will attempt to deliver the information by hand directly to the victim, or by having the victim come to an office or other space that may be safer for the individual, making reasonable accommodations as necessary.

For example, Broadway Street Living, LLC may decide not to send mail regarding VAWA protections to the victim's unit if Broadway Street Living, LLC believes the perpetrator may have access to the victim's mail, unless requested by the victim. When discussing VAWA with the victim, Broadway Street Living, LLC will take reasonable precautions to ensure that no one can overhear the conversation, such as having conversations in a private room. The victim may, but is not required to, designate an attorney, advocate, or other secure contact for communications regarding VAWA protections.



FAMILY BREAKUP AND REMAINING MEMBER OF TENANT FAMILY

Except under the following conditions, Broadway Street Living, LLC has discretion to determine which members of an assisted family continue to receive assistance if the family breaks up:

- If the family breakup results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, Broadway Street Living, LLC must ensure that the victim retains assistance. (For documentation requirements and policies related to domestic violence, dating violence, sexual assault, and stalking, see Section 8-E of this plan.)
- If a court determines the disposition of property between members of the assisted family, Broadway Street Living, LLC is bound by the court's determination of which family members continue to receive assistance.

When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may submit a new application with a new application date if the waiting list is open. If a family breaks up into two otherwise eligible families while living on the property, only one of the new families will retain occupancy of the unit.

If a court determines the disposition of property between members of an applicant or tenant family, Broadway Street Living, LLC will abide by the court's determination. In the absence of a judicial decision or an agreement among the original family members, Broadway Street Living, LLC will determine which family will retain their placement on the waiting list or continue in occupancy. In making its determination, Broadway Street Living, LLC will take into consideration the following factors:

1. the interest of any minor children, including custody arrangements;
 2. the interest of any ill, elderly, or disabled family members;
 3. the interest of any family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, including a family member who was forced to leave a public housing unit as a result of such actual or threatened abuse, and provides documentation in accordance with section 8-E of this TSP;
 4. any possible risks to family members as a result of criminal activity; and
 5. the recommendations of social service professionals.
- 8-E. DOCUMENTATION [24 CFR 5.2007] An O/A presented with a claim for initial or continued assistance based on status as a victim or threatened victim of domestic violence, dating violence, sexual assault, or stalking, or criminal activity related to any of these forms of abuse may—but is not required to—request that the individual making the claim document the abuse.

Any request for documentation must be in writing, and the individual must be allowed at least 14 business days after receipt of the request to submit the documentation. Broadway Street Living, LLC may extend this time period at its discretion.

However, in the case of conflicting certifications, Broadway Street Living, LLC may require documentation within 30 days from the date of the request [24 CFR 5.2007(a)]. The individual may satisfy Broadway Street Living, LLC's request by providing any one of the following three forms of documentation [24 CFR 5.2007(b)]:

1. A completed and signed HUD-approved certification form (HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation)
2. A federal, state, tribal, territorial, or local police report or court record, or an administrative record
3. Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of such abuse. This person may be an



employee, management, or volunteer of a victim service provider, an attorney, a mental health professional, or a medical professional. The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

Broadway Street Living, LLC may not require third-party documentation in addition to certification (5382), except as specified below under "Conflicting Documentation," nor may it require certification in addition to third-party documentation [24 CFR 5.2007(b)(2)].

Any request for documentation of domestic violence, dating violence, sexual assault, or stalking will be in writing, will specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline. Broadway Street Living, LLC may, at its discretion, extend the deadline for 10 business days.

Acknowledgement

I have been given the opportunity to ask *any* questions that pertain to *the* Tenant Selection Plan. By signing below, I/We certify that I/We have read and received a copy of these guidelines.

Signature	Date
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Signature	Date
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Signature	Date
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Signature	Date
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Attachments: HUD 5380, 5382

