

## **RESIDENT SELECTION PLAN**

# **IVES MANOR**

This Resident Selection Plan has been prepared in accordance with requirements of the U.S. Department of Housing and Urban Development (HUD) in its multiple programs. Revisions shall be made to the Resident Selection Plan as required by HUD or as needed by the Agent.

REV 6/17

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**I. Introduction**

Ives Manor is a HUD Section 8 elderly facility, located at 198 Main Street, Danbury, CT 06810. It is owned by D.H.A. Housing Corp., and managed by Millennium Real Estate Services, LLC. The facility is designed for occupancy by persons whose household income does not exceed 80% of HUD Area Median Income. There are 79 studios and 18 one-bedroom apartments for a total of 97 rental units. Ives Manor was constructed as housing prior to July 11, 1988, and therefore the design features of the apartments may not comply fully with the American With Disabilities Act of 1990 and/or Uniform Federal Accessibility Standards. Reasonable modifications to existing apartments may be requested by the applicant pursuant to Title I Section 504 of the 1973 Rehabilitation Act. Also, reasonable accommodations may be made to rules, policies, practices or services as may be necessary to afford persons with disabilities equal opportunity to use and enjoy a dwelling.

Selection will be based on income, and demonstrated ability and willingness to comply with the lease as determined by our Application Process and detailed in this Resident Selection Plan. The objective of this Resident Selection Plan is to consolidate relevant policies and procedures affecting Resident selection pursuant to applicable federal and state laws and the Resident Selection Regulations published by the HUD Occupancy Handbook – 4350.3 REV-1, CHG-4. The Plan sets out a procedure for processing and selecting applicants, including the establishment of preferences and priorities, occupancy standards, rejection standards, reviews and appeals of rejection decisions, and notice requirements. Where, however, a specific subsidy program contains rules or regulations that conflict with the provisions herein, the program’s rules and regulations shall govern.

The Resident Selection Plan is designed to promote fairness and uniformity in Resident selection. It is also designed to promote efficiencies in the process by which applications are processed. One of the principle elements of this plan is that it allows Management Agents to make a preliminary determination of eligibility based on the applicant’s self-certification of income and priority status. Initial acceptance of applicant self-certification generally allows the management agent to focus on other administrative duties rather than investing significant staff time in verifying such information at initial application and once again when the applicant is accepted from the waiting list. This election for preliminary determination of eligibility by the Management Agent should only be exercised if the anticipated waiting period for a unit offer exceeds ninety days. In most cases, the waiting period exceeds ninety days, and therefore warrants the effort to save staff time by making a preliminary determination of eligibility.

**A. Right to apply**

No person may be refused the right to apply for housing unless the development’s waiting list is closed for a particular unit size or type, and notice of the closed waiting list has been disseminated in accordance with established procedures. *For further information on closing of waiting list, see Waiting List section herein.*

**B. Statement of Mission / Non-discrimination**

It is the policy of the Owner and its Managing Agent (hereinafter referred to as the “Agent”), to promote equal opportunity and non-discrimination in compliance with, but not limited to, the federal and state constitutions and legislative enactments addressing discrimination in housing.

In carrying out this Resident Selection Plan, the Owner and Agent will not discriminate on the basis of race, color, creed, religion, national or ethnic origin, citizenship, ancestry, class, sex, sexual orientation, gender identity or expression, familial status, marital status, disability, lawful source of income, use of a guide dog, age or other basis prohibited by local, state or federal law in any aspect of Resident selection or matters related to continued occupancy. The Affirmative Fair Housing Marketing Plan and Contract establish the occupancy goal for the Least Likely to Apply based on the demographics of the area in which the property is located. The Agent will also affirmatively market to persons with disabilities, as specified in its Affirmative Fair Housing Marketing Plan.

Steps will also be taken to ensure reasonable steps to ensure meaningful access to the housing and services available by people of limited English-speaking proficiency.

**C. Applicants with Disabilities and Reasonable Accommodations**

The Agent will make reasonable accommodations in policies or reasonable modification of common or unit premises for all applicants with disabilities (as defined in the above listed Acts or any subsequent legislation) who require such changes to have equal access to any aspect of the application process or to the development and its programs and services. The Agent will, for example, arrange for sign language interpreters or other communications aides for interviews during the application process.

**D. Privacy Policy**

It is the policy of the Owner and Agent to guard the privacy of individuals in accordance with the Privacy Act of 1974, HIPAA requirements, HUD guidelines, and other applicable law and regulation. The Owner and Agent shall not disclose any personal information (including but not limited to information on disability) contained in its records to any person or agency without written consent as required by law. This privacy policy in no way limits the ability to collect information required to determine eligibility, compute rent, assess an individual's suitability for tenancy, or comply with regulatory requirements. All adult members of an Applicant or Resident household are required to sign the HUD 9887 and 9887-A forms, which provide for the release of information, and discuss how information provided by the family can be released. These forms also include the Privacy Act statement.

**II. Project Eligibility Requirements**

**A. Definitions (HUD 4350.3, REV-1, CHG-4, Figure 3-5 and 3-6, pp. 3-46 – 3-51)**

In accordance with the 4350.3, REV-1, CHG-4, Chapter 3, Section 2, the following definitions shall be used for making determinations of the compliant definition of "elderly" and "disabled" by subsidy program type:

1. **Definition A – Elderly Family. [24 CFR 5.403]**  
**Elderly Family.** Elderly family means a family whose head or spouse or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides.
  
2. **Definition D – Disabled Family. [24 CFR 5.403]** A disabled family is a family whose head, spouse, or sole member is a person with disabilities. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.
  
3. **Definition E – Person with Disabilities [24 CFR 5.403].** A person with disabilities for purposes of program eligibility:
  - (1) Means a person who:
    - (i) Has a disability, as defined in 42 U.S.C. 423;
      - (A) Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
      - (B) In the case of an individual who has attained the age of 55 and is blind, inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time. For the purposes of this definition, the term blindness, as defined in section 416(i)(1) of this title, means central vision acuity of 20/200 or less in the better eye with use of a correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees shall be considered for the purposes of this paragraph as having a central visual acuity of 20/200 or less.
    - (ii) Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
      - (A) Is expected to be of long-continued and indefinite duration,
      - (B) Substantially impedes his or her ability to live independently, and
      - (C) Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
  - (iii) Has a developmental disability, as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(8)), i.e., a person with a severe chronic disability that
    - (A) Is attributable to a mental or physical impairment or combination of mental and physical impairments;
    - (B) Is manifested before the person attains age 22;
    - (C) Is likely to continue indefinitely;

(D) Results in substantial functional limitation in three or more of the following areas of major life activity:

- a. Self-care,
- b. Receptive and expressive language,
- c. Learning,
- d. Mobility,
- e. Self-direction,
- f. Capacity for independent living, and
- g. Economic self-sufficiency; and

(E) Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated.

(2) Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;

(3) For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and

(4) Means person with disabilities (individual with handicaps), as defined in 24 CFR 8.3, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

**Restriction on eligibility of Non-elderly, Disabled households:**

As permitted by Section 658 of Title VI of Subtitle D of the Housing and Community Development Act of 1992 (HCDA), Ives manor restricts eligibility to the following:

1. Elderly families as defined above;
2. Disabled persons, not less than 10% of the total in the facility.

Although the reservation of units is capped at 10% of the total number of units, the owner can exceed the 10% cap as long as the units exceeding the cap are leased in a nondiscriminatory manner. Therefore, the following procedures will be followed:

This means that if the property is at or above 10% of the units occupied by disabled families, and there are no qualified elderly families on the wait list, the first non-elderly family on the wait list will be eligible for the unit.

If there are no eligible elderly families on the wait list, the units can be rented to disabled persons who are not elderly in order to fill the vacant units. If these units again become available in the future, they may be filled with elderly families/persons, as long as the established set-aside percentage of units is met.

The set-aside number of units for nonelderly disabled families is not unit-specific. A nonelderly disabled family may occupy a unit without accessible design features. Elderly families may occupy any unit as long as the set-aside number of units available to nonelderly persons with disabilities is preserved.

**B. Citizenship Requirements (HUD 4350.3, REV-1, CHG-4, Paragraph 3-12, p. 3-25)**

Assistance in Federally subsidized housing is restricted to:

- U.S. citizens or nationals; and
- Noncitizens who have eligible immigration status as determined by HUD.

All family members, regardless of age, must declare their citizenship or immigration status.

A mixed family is a family with one or more ineligible family members and one or more eligible family members, and may receive either prorated assistance, continued assistance, or a temporary deferral of termination of assistance. Applicant mixed families qualify only for pro-rated assistance in accordance with HUD regulations.

Applicants who hold a noncitizen student visa are ineligible for assistance as are any noncitizen family members living with the student. When an owner is unable to establish citizenship or eligible immigration status of family members, assistance to a Resident cannot be terminated until the completion of an informal hearing. Within 30 days of an INS appeal decision or a notice from the owner terminating assistance, a Resident may request that the owner provide a hearing. The owner must provide a written final decision, based solely on the facts presented at the hearing, to the Resident within 14 days of the date of the informal hearing.

**C. Social Security Number Requirements (HUD 4350.3, REV-1, CHG-4, Paragraph 3-9, p. 3-18)**

The regulation at 24 CFR 5.216 requires that applicants and tenants, excluding tenants age 62 and older as of January 31, 2010, whose initial determination of eligibility was begun prior to January 31, 2010, and those individuals who do not contend eligible immigration status, to disclose and provide verification of the complete and accurate SSN assigned to them.

When determining the eligibility of an individual who meets the exception requirements for SSN disclosure and verification, documentation must be obtained that verifies the applicant's exemption status. A certification from the tenant is not acceptable verification of exemption status.

Applicants are not required to disclose their Social Security Number in order to be eligible to be placed on the wait list; however, they may not be housed until such time as that number is provided.

If an applicant has not disclosed and/or documented their Social Security Number as of the date an apartment is offered, they must do so at that point. Applicants have 90 days from the date they are first offered an available unit to disclose and/or verify the SSNs. During this 90-day period, the applicant may, at his/her discretion, retain their place on the waiting list. After 90 days, if the applicant is unable to disclose and/or verify the SSNs of all non-exempt household members, the applicant will be determined ineligible and removed from the waiting list.

HUD's EIV Requirements are clarified in HUD Notice 2013-06, available at: <http://portal.hud.gov/hudportal/documents/huddoc?id=13-06hsgn.pdf>

**D. Student Eligibility (HUD 4350.3, REV-1, CHG-4, Paragraph 3-13A, p. 3-40):**

If a student is enrolled at an institution of higher education, is under the age of 24, is not a veteran, is unmarried and does not have a dependent child, is individually ineligible for Section 8 Assistance, or the student's parents are individually ineligible for assistance, no Section 8 assistance can be provided to the student. For a student to be eligible independent of his/her parents' consideration, other conditions must be met as described in the HUD 4350.3, REV-1, CHG-3.

Exception: If a disabled student was receiving Section 8 assistance on November 30, 2005, they are not subject to the above student rule, and may continue to receive subsidy.

Eligible students must in all cases provide information on any financial assistance provided by parents or any persons outside the household, or a certification that they are not receiving such assistance.

**III. Income Limits (HUD 4350.3, REV-1, CHG-4, Paragraph 3-6, p. 3-4)**

Pursuant to Chapter 3, Section 1, the Agent shall comply with the following income limit requirements:

<u>Subsidy</u>	<u>Type of Income Limit</u>
Section 8 (pre-1981)	Low, Very Low, and Extremely Low-income limit

In making a determination of accurate income limit amounts, the Agent shall include in the household size the following persons:

- All full time family members
- Temporarily absent children or adults
- Unborn children
- Children in the process of being adopted

- Persons permanently confined to a hospital or nursing home, should the family choose to include them. Such persons may not be listed as the Head, Co-Head, or Spouse of the household.

The current income limits for this facility are attached to this plan – (exhibit #1)

#### IV. **Accepting Applications and Wait List Selection (HUD 4350.3, REV-1, CHG-4, Chapter 4)**

##### A. **Applications**

##### 1. **Distribution / Manner of Application**

Application forms will be distributed and accepted in the manner(s) indicated below:

In Person during posted office hours

By Mail at the site office:

**Ives Manor  
198 Main Street  
Danbury, CT 06810**

By Fax:  
**(203) 790-9443**

Requests may be made by Phone at:  
**(203) 797-0301**

Requests may be made to the central office of Millennium Real Estate Services, LLC at:  
**P.O. Box 973  
Rocky Hill, CT 06067  
(860) 529-1111**

Persons needing the assistance of a Telephone Relay Service may call (800) 842-9710.

##### 2. **Initial Application Form**

The application form:

- solicits all the necessary information to determine program eligibility,
- provides the opportunity to state the need or desire for an accessible unit,
- provides notice of the right to a reasonable accommodation of a disability,
- includes the Equal Opportunity logo and slogan, as well as the Accessibility logo, if required,
- includes the non-discrimination statement,
- provides the opportunity to indicate eligibility for a preference, if applicable,

- and includes a notice that the Agent will communicate with the applicant in the manner or format requested by the applicant if necessary because of a disability.

In addition to the application form, the Agent shall also require an Applicant's Consent for Release of Information. This form is necessary to allow the Agent to obtain third-party verifications or references.

The Agent will provide Applicants the opportunity to the information on form HUD-92006, *Supplement to Application for Federally Assisted Housing*. This form gives Applicants the option to identify an individual or organization that the owner can contact, and the reason(s) the individual or organization may be contacted. Those Applicants who choose not to provide the contact information should check the box indicating that they "choose not to provide the contact information", and sign and date the form.

Failure to respond within 14 days to the Agent's requests for documentation or information to process the application may result in withdrawal of an application from further processing. The Agent may make exceptions to the procedures described herein to take into account circumstances beyond the applicant's control, including medical problems or extreme weather conditions.

The Agent will offer aid to the applicant in completing the application, explain the Resident selection process, define preferences if any, and explain the verification process with respect to preferences.

Every application must be completed and signed by the head of the household. Household members 18 years or older, including any Live-in Aide / Personal Care Attendant (PCA), must sign a release to conduct criminal, credit, and landlord history references (criminal screening only for live-in aide / PCA). A Live-in Aide / Personal Care Attendant is defined as a person who resides with a household member with a disability and who (a) provides necessary assistance in activities of daily living to such household member insofar as he or she requires such assistance on account of his or her disability; (b) is not obligated for support of the household member; (c) is paid for the fair value of such assistance; and (d) would not be residing in the unit except to provide such necessary assistance to the household member. All members of the household must be listed on the application form.

## 2. **Processing of Applications**

In general, applications will be processed in accordance with the following steps:

### a. **Review for completeness**

Applications will first be reviewed for completeness. Incomplete applications will be rejected, returned to the applicant and will not be evaluated until all of the required information has been provided.

- b. **Preliminary determination of program ineligibility**  
Completed applications will be reviewed for income eligibility and compliance with any categorical eligibility requirements such as age or disability, if applicable. Applications determined ineligible, pursuant to program guidelines, will be rejected in accordance with procedures outlined above.
- c. **Preliminary determination of program eligibility**  
When there are more applicants on the waiting list than units currently available, the Agent will make a preliminary determination of eligibility, based on the applicant's self-certified statement as to his or her income, assets, age, disability status, and preference or priority status. Applicant will be notified of the status of his/her application in accordance with procedures outlined above.
- d. **Waiting list placement**  
Once a fully completed application is determined to meet income eligibility requirements and the household composition is determined appropriate for a unit at the development, the applicant will be placed on the appropriate waiting list(s). **Applicants eligible for accessible units may choose to be on lists for accessible (adapted) and standard units. Whichever unit is available first will be offered. Applicants may choose to wait for an adapted unit rather than accept a standard unit.** Assignment to a position on the waiting list will be based on this preliminary determination and will be formally verified as the applicant's name advances on the waiting list. (Note: If the anticipated duration on the waiting list is less than 90 days, formal verification will be required immediately.) The applicant will be placed on the waiting list, by date of receipt, within the correct preference category, where applicable.
- Should an applicant household's desire for a particular unit size / type change during their time on the wait list, and should they be determined to be preliminarily eligible for the additional unit size / type, the family will be added to the additional wait list(s) as of the original date of application to the facility.
- e. **Formal verification**  
The Agent will conduct a personal interview with the Applicant at such time as it appears that a vacancy may exist within the next 90 days. Multiple applicants may be interviewed for each vacancy in order to ensure that vacancies are filled promptly.

If, subsequent to the preliminary determination of eligibility, the Agent determines that the formal verification of income, assets, or claimed priority status differs from the applicant's self-certification, the applicant may be:

- reassigned to another waiting list, i.e., smaller or larger bedroom size;
- determined ineligible

If at any point in the process it is determined that the additional information is needed from the applicant in order to complete the formal verification and final determination of eligibility, the applicant shall be given five (5) days in which to provide that information. If at that point, the information has still not been provided, an additional request shall be sent to the applicant providing an additional five (5) days in which to provide the information. Should the information not be forthcoming at that time, the applicant will be deemed ineligible, removed from the wait list, and notified in writing of removal and appeal rights.

**3. Notification of Decision on Application**

The Agent will send a written response to each applicant advising such applicant of the status of the application following the initial eligibility review. The response will be mailed not more than thirty days from the date of receipt. Alternate formats for responding to an applicant with a disability will be provided upon applicant's request. If the Agent has not made a determination to reject the applicant, the written response will include the status of the application with respect to:

- result of the preliminary determination of eligibility,
- position on the waiting list,
- estimate of the time it may take before the applicant will be offered assistance,
- notice that the applicant is responsible for reporting changes in address, phone number, and preference status,
- where applicable, the applicant's qualification for a preference(s) for admission, and
- a statement that the applicant has the right to meet with the Agent to discuss the determination made with respect to the application.

**B. Preferences**

Preference will be applied in the following order:

- Statutory Preferences
- HUD Regulatory Preferences
- Owner Preferences

**1. Statutory Preferences**

There are no statutory preferences in place at Ives Manor.

**2. HUD Regulatory Preferences**

There are no HUD regulatory preferences in place at Ives Manor, other than Income Targeting requirements.

**a. Income Targeting Requirements (HUD 4350.3, REV-1, CHG-4, Paragraph 4-25, p. 4-50)**

In order to achieve compliance with HUD's income targeting requirements in the Section 8 program, the Agent will fill the 1<sup>st</sup> vacancy of any given year with an individual defined as extremely low-income (ELI). ELI is defined as an individual or family whose incomes do not exceed the higher of the Federal poverty level or 30 percent of Area Median Income. This will occur providing that there are any individuals defined as ELI applicants on the waiting list. This procedure for filling the 1<sup>st</sup> vacancy of each year will be followed regardless of the standing of any other applicant earning more than 30% of median income who may be on the current waiting list.

The 1<sup>st</sup> vacancy will be filled by the most qualified ELI applicant. "Most qualified applicant" is defined as the applicant with the earliest date of completed application within the ELI pool. In all cases where a vacancy exists, multiple applicants will be interviewed.

The second vacancy will be filled by the most qualified applicant on the wait list. "Most qualified applicant" is defined as the applicant with the earliest date of completed application. The same methodology as detailed above shall be used for selection purposes.

The third vacancy of the year will be filled with an ELI applicant using the same selection criteria described above to select the individual filling the 1<sup>st</sup> vacancy.

The fourth and fifth vacancy will be filled using the same selection criteria described above to select the individual filling the 2<sup>nd</sup> vacancy.

The selection process outlined above will repeat itself for each successive group of 5 vacancies throughout the year. The purpose of the selection criteria described above is to assure that 40% of all vacancies filled for any given year are filled with individuals defined as ELI applicants as published by the Department of Housing & Urban Development.

The only exception to the above stated policy will be if there is not an available ELI applicant as published by the Department of Housing and Urban Development available on the waiting list. In the event that a qualified applicant is not available on the waiting list, the management will make a diligent and documented effort to locate such an applicant.

Resources used to locate a qualified applicant may include, but are not limited to, newspaper advertising, applicant names from other local waiting lists, referrals from Federal, State or other local agencies who may during the course of their regular business have access to a list of qualified applicants who will qualify as a defined ELI applicant.

In the absence of a qualified ELI applicant, the Agent will fill the vacancy using the criterion outlined in paragraph three above for the filling of the 2<sup>nd</sup> vacancy.

### **3. Owner Preferences**

There are no Owner preferences at this facility.

### **C. Overview of Screening Criteria**

This Resident Selection Plan sets forth the essential requirements of tenancy and the grounds on which Residents will be rejected for failing to meet such requirements. Rejection of an applicant is appropriate where the Agent has a reasonable basis to believe that the applicant cannot meet these essential requirements, which may be summarized as follows:

1. to pay rent and other charges under the lease in a timely manner;
2. to care for and avoid damaging the unit and common areas, to use facilities and equipment in a reasonable way, and to create no health or safety hazards;
3. not to interfere with the rights and enjoyment of others and not to damage the property of others;
4. not to engage in any activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff, and/or activity on or near the premises that involves illegal use of controlled substances or weapons; and any criminal activity on or off the premises that would be detrimental to the housing should it occur on the premises, and
5. to comply with necessary and reasonable rules and program requirements of the housing provider.

#### D. **Screening Procedures**

To obtain information about an applicant's ability to meet the essential requirements of tenancy, the Agent will secure background information from one or more of the following sources:

1. All applicants will be asked to provide a landlord reference as well as two personal references, or, if no landlord reference is available, the names of three persons who can serve as personal references.
2. Credit references furnished by a credit bureau. Information to be considered should not be more than five years old;
3. Record of prior criminal history. An Owner or its agents may obtain the Criminal Offender Record Information (CORI) reports as part of a Tenant selection process, but access and use of the CORI reports are subject to the provisions of 803 CMR Sec. 5 et seq. Owners are not limited to this methodology, but may obtain criminal information by the use of various sources including third-party providers, online judicial registries, and contact with civil court records. Criminal screening will be conducted in such a manner as to be consistent with its policies, regulatory requirements, Fair Housing requirements, and other applicable law. Owner will check the lifetime sex offender registry and will continue to do so annually.
4. Verification of income either from a present employer, appropriate agency, financial institution or other appropriate party.
5. Electronic Verification of Income and Other Factors – This facility utilizes the U.S. Department of Housing and Urban Development's Enterprise Income Verification (EIV) system. The purpose of EIV is to assist the HUD, Contract Administrators, owners and their agents in streamlining the income verification process and to help in minimizing the need for 3<sup>rd</sup> party verification. EIV allows the user to identify:
  - Applicants currently receiving HUD assistance
  - Income not previously reported
  - New employment
  - Historical patterns of earnings and received income
  - Multi-subsidy for household members included in both PIC and TRACS databases
  - Deceased household member(s)

In addition, information in EIV can be used to provide more comprehensive oversight to compliance policies and their implementation. The data provided via EIV system will be protected to ensure that it is only used for official purposes and not disclosed in any way that would violate the privacy of the individuals represented in the system data. Privacy of data and data security for computer

systems are covered by a variety of federal laws and regulations, government bulletins, and other guiding documents.

EIV data will be checked as part of initial applicant screening in order to identify whether the applicant is listed as a current recipient of Federal rental assistance. If the applicant receives Federal rental assistance from another facility or program, the Owner will require written verification from the current landlord confirming move-out date and termination of subsidy.

EIV data will also be checked once yearly as part of the Annual Recertification process, and as part of any Interim Recertification.

In the case where an applicant or resident disputes the information provided in the EIV system, Agent will provide the applicant or Resident with an opportunity to meet with Agent and present any relevant documentation. Agent will not act on disputed EIV information if such action cannot be supported by independent verification of the information.

**E. Prohibited Screening Procedures**

The Agent may not screen applicants for eligibility on the basis of the following:

1. **Physical Examinations:** The Agent will not require physical examinations or medical testing as a condition of admission.
2. **Meals and Other Services:** The Agent will not require Residents to participate in a meals program that has not been approved by the Regulatory Agency.
3. **Donations or Contributions:** The Agent will not require a donation, contribution or membership fee as a condition of admission, except that cooperative housing projects may charge a membership fee. Owners may not require any payments not provided in the lease.
4. **Disability Status:** Except as provided in accordance with the HUD regulations, it is unlawful to make an inquiry to determine if an applicant for a dwelling unit, a person intending to reside in that dwelling unit after it is rented or made available, or any persons associated with the applicant, has a disability, or to make inquiry as to the nature or severity of an identified disability.

**A. Rejection of Applications**

1. **Reasons for Rejection**

An applicant and the applicant household shall be disqualified for a for any of the following reasons:

a. **Mandatory Denial of Admission (HUD 4350.3, REV-1, CHG-4, Paragraph 4-7C, p. 4-16)**

HUD requires that Owners / Agents reject when applicant screening reveals any of the following:

- i. Any household member has been evicted from a Federally-assisted site for drug-related criminal activity or violent criminal activity for three (3) years from the date of eviction. However, Owner may admit if evicted household member has been rehabilitated; circumstances no longer exist that resulted in eviction; or evicted household member has died or is imprisoned.
- ii. Any household member is currently engaging in illegal drug use. The individual need not have a criminal conviction for said use.
- iii. Any household member has been convicted of methamphetamine production on the premises of a Federally-assisted site.
- iv. Owner / Agent determines that there is 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.
- v. Owner / Agent determines that there is reasonable cause to believe that a household member's 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.
- vi. Any household member is subject to a lifetime registration requirement under the state sex offender registration program.
- vii. Applicants fail to provide SSNs for all family members as indicated in Paragraph I(C) above.
- viii. Use of medical marijuana is prohibited. The Quality Housing and Work Responsibility Act (QHWRA) of 1998 requires that owners/ agents establish lease standards that prohibit admission based on the illegal use of controlled substances including state legalized medical marijuana.

b. **Other Grounds for Denial of Admission**

- i. The applicant, or household member, has disturbed a neighbor or neighbors in a prior residence by behavior, which if repeated by a Resident, would substantially interfere with the rights of other Residents to peaceful enjoyment of their units.

- ii. The applicant, or a household member, has caused damage or destruction of property at a prior residence, and such damage or destruction of property, if repeated by a Resident, would have a material adverse effect on the housing development or any unit in such development.
- iii. The applicant or a household member has displayed living habits or poor housekeeping at a prior residence, and such living habits or poor housekeeping, if repeated by a Resident, would pose a substantial threat to the health or safety of the Resident or other Residents or would adversely affect the decent, safe and sanitary condition of all or part of the housing.
- iv. The applicant or household member in the past 10 years has engaged in criminal activity, or activity in violation of all applicable State laws, which if repeated by a Resident, would interfere with or threaten the rights of other Residents to be secure in their persons or in their property or with the rights of other Residents to the peaceful enjoyment of their units and the common areas of the housing development.
- v. The applicant or any household member who will be assuming part of the rent obligation has a history of non-payment of rent and such non-payment, if repeated by a Resident, would cause monetary loss to the property.
- vi. The applicant or a household member has a history of failure to meet material lease terms or the equivalent at one or more prior residences, and such failure if repeated by a Resident of housing, would be detrimental to the housing development or to the health, safety, security or peaceful enjoyment of other Residents.
- vii. The applicant has failed to provide information reasonably necessary for the housing provider to process the applicant's application.
- viii. The applicant has misrepresented or falsified any information required to be submitted as part of the applicant's application or a prior application submitted within the last three years, and the applicant fails to establish that the misrepresentation or falsification was unintentional.

- ix. The applicant, or a household member, has directed abusive or threatening behavior which was unreasonable and unwarranted towards a management agent's employee during the application process or any prior application process within three (3) years.
- x. The applicant does not intend to occupy housing, if offered, as his/her sole residence.
- xi. The applicant or household member is a current illegal user of one or more controlled substances as defined in all applicable State and Federal laws. A person's illegal use or possession of a controlled substance within the preceding twelve months shall create a presumption that such person is a current illegal user of a controlled substance, but the presumption may be overcome by a convincing showing that the person has permanently ceased all illegal use of controlled substances. This disqualification of current illegal users of controlled substances shall not apply to applicants for housing provided through a treatment program for illegal users of controlled substances.
- xii. Applicants fail to meet other Resident Selection Criteria as outlined in this plan.

**2. Notification of Rejection**

If the applicant is not accepted, or is not placed on the waiting list for admission, the Agent shall send written notification to the applicant, which shall include the following:

- the reason(s) for the rejection,
- notice that the applicant has fourteen business days to respond or to request a meeting with the Agent to Appeal the rejection. The applicant has the right to request a reasonable accommodation.

Each rejection letter will be accompanied by HUD Form 5380: Notice of Occupancy Rights under VAWA (exhibit # 8) & HUD Form 5382: VAWA Certification 2017 (exhibit # 9).

Agent shall render a final written decision within fourteen days after the Appeal Hearing has been conducted, provided all information necessary to make said decision has been provided. If Agent is still awaiting further information, notification of the information still required shall be provided to the applicant within fourteen days after the meeting.

The Agent has consulted with counsel and established a policy for maintaining records relating to rejection of applications for housing. That policy satisfies HUD requirements that the records shall be maintained for a period of not less than three years from move-out or removal of an applicant from the wait list. "Records", as used herein, include:

- all original applications,
- the Agent's eligibility determination (acceptance and rejection notices), and
- any materials relating to such decisions
- or appeals by the applicants

**G. Appeal Rights / Mitigating Information**

When a rejection is appealed, the burden is on the applicant to provide sufficient evidence to rebut the negative information which prompted the rejection. Mitigating factors may include a showing of rehabilitation or rehabilitating efforts. Mitigating factors must be balanced against the potentially disqualifying behavior or circumstances. In considering both the disqualifying behavior and mitigating factors, the Agent will determine if there is a reasonable risk that the applicant will be unable to meet the essential 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.

**1. Explanation**

Applicants will be provided an opportunity to supply an explanation (written or other form of communication) as the first step in the appeal process. Should the explanation be sufficient to overturn, the application will be reinstated at that point. The applicant has the right to request a reasonable accommodation to assist in facilitating the explanation.

**2. Appeal Hearings**

Should the explanation be insufficient to overturn, the applicant will be offered the opportunity to have a face-to-face appeal hearing. Appeal hearings will be conducted with an individual who was not directly involved in either processing the application or making the decision to reject the application. Said individual will be provided with information on the information that prompted the rejection, as well as any mitigating information provided by the applicant.

Rejected applications are considered inactive as of the time of rejection; an apartment will not be “held” pending an appeal process. When a rejection is overturned, the application will be restored to the wait list as of the application date and time.

**3. Mitigating Information for Issues Related to Drug-Related Behavior**

Where an applicant is rejected for drug-related behavior, or claims that prior unacceptable tenancy-related behavior resulted from alcohol abuse or use of illegal drugs, acceptable verification of mitigating circumstances would have to establish that:

- There is no current illegal use, within the last year, of controlled substances. If such use is documented, applicant must present evidence that such use has stopped and is unlikely to recur.
- (As applicable) There is no current abuse of alcohol and abuse is unlikely to recur.
- During the period for which the applicant has claimed no current use, the applicant's behavior in the previously unacceptable tenancy-related area must have been acceptable.
- The applicant has successfully completed a supervised drug or alcohol rehabilitation program, is currently participating in such a program, or has otherwise successfully rehabilitated.

In any case of confirmed, continued, unacceptable tenancy-related behavior, despite the cessation of drug or alcohol use, an applicant may be rejected.

#### **4. Mitigating Information Related to Credit Issues**

Where negative credit is the basis for rejection, mitigating circumstances may include:

- a representative payer or other reliable third party who would take written responsibility for payment, or
- evidence that such poor credit was the result of a disability that is now under control, or
- evidence that credit problems were the result of other circumstances that no longer exist and there is reason to believe that applicant will now pay the rent promptly and in full.

An applicant's ability and willingness to pay rent must be demonstrated through an identifiable source of sufficient income to pay rent and prior rental history.

The lack of credit history, as opposed to poor credit history, is not sufficient justification to reject an applicant. An Agent must also take into account rent burden if an applicant can demonstrate a history of satisfying a higher rent burden than the Agent normally employs.

#### **5. Mitigation of Other Negative Information**

Where the negative information is related to the behavior of an applicant, the individual verifying mitigating information must corroborate the reason given by the applicant for unacceptable tenancy-related behavior and indicate that the prospect for lease compliance in the future is good because the reason for the unacceptable behavior is either no longer in effect or otherwise controlled.

The Agent shall have the right to request information reasonably needed to verify mitigating circumstances. If the applicant refuses to provide or give access to such further information the management agent may choose not to give further consideration to the mitigating circumstance.

#### **H. Eligibility for Accessible Units**

Any individual with a stated need for an accessible unit must permit verification of the need for said unit. If the need for the unit cannot be verified in accordance with HUD guidelines, the household will be deemed ineligible for the unit. In some cases, this may mean that the applicant household is ineligible for admission to the facility; in others, it may mean that the applicant household is only eligible for non-adapted units. Applicants may advise at any point if their need for an accessible unit has changed by following the procedure for updating their application. They will be placed on the accessible unit as of the date of their request for that unit type.

Existing Residents may request a transfer to an accessible unit through the Unit Transfer / Reasonable Accommodation policy. Such Residents will take priority over applicants on the wait list so long as the applicant on the wait list has not been offered a unit as of the date of the request.

**I. Offer of Apartment and Applicant Refusal of Unit**

While it is the date of application, as well as preference status, that dictates the order in which applicants will be called, final selection order is dictated by the date on which the application is sufficiently complete as to allow a final determination of eligibility (all income and asset information returned, all references returned, all required screening complete). Applicants will be contacted by phone if possible, and in writing by certified mail, to offer an apartment.

Applicants will have five (5) days from the date of receipt of the offer in order to accept an apartment. Applicants who do not respond in this timeframe will be deemed to have withdrawn from consideration, and will be removed from the wait list.

If an applicant refuses an apartment for reasons of his/her own convenience, such as not being ready to move, upon 1<sup>st</sup> refusal, the application will remain in its current position, but will be “skipped over,” and the unit will be offered to the next qualified applicant. Upon the second such refusal, the application will go to the bottom of the wait list. Applicants who refuse for reasons of documented medical condition or disability will keep their place on the list, but will be “skipped over” to fill a current vacancy.

**J. Privacy / Confidentiality**

Information gathered in the course of an individual’s application and/or tenancy is confidential, and is accessible only by individuals permitted in accordance with the Federal Privacy Act of 1974, all relevant State Privacy Acts, and HUD guidelines. Other than the information provided below, specific details on safeguards in place at the facility can be found in the Privacy Policy, which is available for review upon request, and is posted at the facility.

The Agent shall not disclose any personal information contained in its records to any persons or agencies other than the Regulatory Agency, or other authorized government agency unless the individual about whom information is requested has given written consent to such disclosure, or unless disclosure is otherwise in accordance with provisions in the state or federal privacy acts.

This privacy policy in no way limits the property's ability to collect such information as it may need to determine eligibility, compute rent, or determine an applicant's suitability for tenancy or to gather information to process reasonable accommodations requests under Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and the Fair Housing Act.

The above policies in no way limit the right or duty of the Agent to make abuse, neglect or other protective service or emergency reports. Additionally, such policies do not forbid Agent from sharing information in the public domain with relevant service or government agencies.

**V. Occupancy Standards (HUD 4350.3, REV-1, CHG-4, Paragraph 3-23, p. 3-68)**

Dwelling units are to be leased in accordance with the standards set forth below pursuant to Sec 10-9 of the Code of Ordinances City of Danbury :

Persons per Household

Bedroom Size	Minimum	Maximum
0	1	1
1	1	2

In the event that these guidelines conflict with other local, state or federal zoning standards, the most restrictive legal standard will apply.

In determining unit size, the Agent must count all full time members of the household. The Agent must also count all anticipated children:

1. Children expected to be born to a pregnant woman;
2. Children in the process of being adopted by an adult family member;
3. Children whose custody is being obtained by an adult family member;
4. Foster children who will reside in the unit;
5. Children in joint custody and with the family 50% or more of the time;
6. Children who are temporarily in a foster home who will return to the family.

Persons of different generations and persons of opposite sex and unrelated adults are not required to share a bedroom.

A Live-in Aide shall not be required to share a bedroom with another member of the household. In the event that a separate bedroom is requested for a Live-In Aide, this request shall be handled in accordance with the Unit Transfer policy for Reasonable Accommodations.

Families temporarily assigned an adapted (accessible) unit in order to achieve or sustain full occupancy , but who do not require those features, will be transferred to the proper unit type as soon as one becomes available.

**VI. Unit Transfer Policy (HUD 4350.3, REV-1, CHG-4, Paragraph 7-16, p. 7-29)**

In filling vacant units, the Agent shall first offer current residents the option to relocate to another unit in the development, provided such residents meet one of the following transfer conditions:

**A. Size of Family or Special Condition**

1. Residents are housed in over-crowded conditions and have requested a larger unit appropriate for their household size;
2. Residents are housed in units providing a greater number of bedrooms than warranted for their household size (such transfers are not volitional, and refusal to relocate by the household will result in termination from the subsidy program upon thirty days notice);
3. Residents require the features of an accessible unit, provided that documentation of the need has been supplied; or
4. Residents occupy, but do not need the features of, an accessible unit. In the event that there is no one on the wait list who is requesting the features of an adapted unit, Agent may fill an accessible unit with a household that does not require the accessible features. In that case, the household will be asked to transfer to another apartment if the following conditions exist:
  - a. there is an eligible household on the waiting list who requires the features of the accessible unit; and
  - b. there is a suitably-sized apartment available for the vacating household to move into.

This situation may also arise if a family originally qualified for the accessible unit, but no longer requires the features.

In both cases, if the household fails to vacate within 30 days, they will be deemed ineligible for subsidy, and will be required to pay the Market Rent for their unit.

If the family complies with the request to transfer within 30 days, Ives Manor will pay reasonable costs associated with the transfer, to a maximum of \$150 to be paid by the facility, provided invoices for moving costs are given to Agent. Standard charges for tenant damages will apply to the vacated unit.

5. **Emergency Transfers**

The Owner / Agent reserves the right to authorize a Transfer in cases where a unit or building condition poses a threat to the Resident's life, health, or safety, as determined by the Owner / Agent and/or local or state law. VAWA housing protections allow for survivors to move to another safe and available unit if they fear for their life or safety. We may request tenants seeking an emergency transfer to provide a written Emergency Transfer Request HUD Form 5383 (Exhibit #10). HUD Form 5381 Emergency Transfer Plan under VAWA (exhibit # 11) explains this policy. Emergency transfers shall take priority over all other types of transfers. Such situations, if resulting from Resident neglect or misuse, may result in a charge being assessed to the Resident.

6. **Transfer from Efficiency to a One-Bedroom:**

Elective transfers will be permitted from efficiencies to one-bedroom units when a unit becomes available. A resident in an efficiency unit who wishes to transfer must have his/her name on a transfer waiting list, and must have been a resident at the facility for a minimum of one year. Such individuals must also be a resident in good standing (rent and any other applicable fees current, no lease violations within the past six months). The transfer will be accepted on a seniority basis according to move-in date or, in the event of a duplicate date, application date. If more than one resident has the same move-in and application date, then the time stamp of the application. All costs for the move and redecoration of the vacated unit will be borne by the resident.

Only every other one-bedroom unit will be offered for a transfer from an efficiency unit, so that at least 50% of one-bedroom vacancies are available to persons on the external waiting list. Reimbursement by the resident to Ives Manor for the cost of refurbishing the vacated efficiency must be made within 90 days of completion of that work.

**B. Reasonable Accommodations**

A unit transfer will be permitted when Residents have a documented need for a transfer to a larger or a different unit due to a disability, including transfers necessary to accommodate medical equipment or to allow a Live-in Aide to have his/her own bedroom. In such cases, Management is required to pay reasonable documented costs associated with the transfer, provided doing so does not pose an undue burden to the facility.

The Agent shall maintain an internal Transfer Request Waiting List for current residents seeking to relocate to other units pursuant to these conditions. When a vacancy occurs, the Agent shall first determine if an in-place tenant is eligible for a transfer before proceeding to the waiting list to select an applicant for the vacant unit.

In the case of residents who are requesting unit transfers based on the need for a Reasonable Accommodation, the facility shall pay reasonable moving costs associated with the transfer, provided that:

- Resident can provide documentation of said expenses (or, where applicable, Resident has given Agent permission to contract directly with moving services).
- The costs do not pose an undue burden on the facility.

**C. Surviving / Remaining Family Members (HUD 4350.3, REV-1, CHG-4, Paragraph 3-16, p. 3-44):**

A **surviving member (or surviving members)** of a once-qualified elderly household may continue occupancy of the unit after the death of the original or qualifying resident, even though they may not meet the definition of an elderly person, provided that:

1. They are of legal contract age under state law; and
2. They occupied the unit with the qualifying resident (were listed on the lease) at the time of the resident's death.

These surviving family members must pay rent based on their household income, and may or may not continue to qualify for allowances.

In the case where a qualifying Resident vacates the unit for any reason other than death, **Remaining members** of the household will be subject to review for eligibility. They may continue to occupy the unit if they otherwise independently meet resident eligibility requirements. Remaining households, if ineligible, will be responsible to pay the monthly Contract Rent amount.

In the event of a family break-up, it is up to the Residents to provide documentation of legal disposition of the unit.

**VII. Fair Housing and 504 Policies (HUD 4350.3, REV-1, CHG-4, Chapter 2)**

It is the policy of the Agent to promote equal opportunity and non-discrimination in compliance with, but not limited to, the federal and state constitutions and legislative enactments addressing discrimination in housing, including the Fair Housing Amendments Act of 1988, 42 U.S.C.A. 3601-3620, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. 794 et seq., The Americans with Disabilities Act of 1990, 42 U.S.C.A. 12101-12213, Title VI of the Civil Rights Act of 1964, 42 U.S.C.A. § 2000d, the Age Discrimination Act of 1975, 42 U.S.C.A. 6101-6107, Executive Order 11,063, and all relevant State Laws.

In furtherance of this policy, the Agent will not discriminate on the basis of race, color, creed, religion, national or ethnic origin, citizenship, ancestry, class, sex, sexual orientation, familial status, marital status, disability, military/veteran status, source of income, age, gender identity or other basis prohibited by local, state or federal law in any aspect of Resident selection or matters related to continued occupancy. The Affirmative Fair Housing Marketing Plan and Contract establish the minimum minority occupancy goal for the development based on the percentage of minorities in the area. The agent will also affirmatively market to persons with disabilities, as specified in its Affirmative Fair Housing Marketing Plan and contract.

**A. Applicants / Residents with Disabilities and Reasonable Accommodations**

The Agent will make reasonable accommodations in policies or reasonable modification of common or unit premises for all applicants with disabilities (as defined in the above listed Acts or any subsequent legislation) who require such changes to have equal access to any aspect of the application process or to the development and its programs and services. The Agent will, for example, arrange for sign language interpreters or other communications aides for interviews during the application process.

The Agent complies with state and federal laws requiring housing providers to make reasonable accommodations or changes to rules, procedures and housing units or properties, if such changes are necessary to enable a person with a disability to have equal access to and enjoyment of the unit, properties and other facilities or programs.

Reasonable accommodations will be made during the application process and during an individual's participation in our program, provided the accommodation does not present an undue financial and administrative burden. Any accommodation or change must be necessary for the individual to have equal access and enjoyment of the housing and programs, not just be desirable.

The Agent will consider suggested accommodations from the individual and determine whether the request is reasonable from a financial and administrative point of view. If such accommodation is not reasonable, the Agent will work with the individual to provide an alternative accommodation that would meet their disability needs.

**DEFINITIONS**

If you have a disability and you need:

- A change in our rules, policies, practices and how we do things that would make it easier for you to apply for or participate in our programs,
- A change or repair in your unit or a special type of unit that would make it easier for you to enjoy your home and use the facilities or take part in programs on site,
- A change or repair to some other part of the housing complex that would make it easier for you to live there and use the facilities or take part in programs on site, or
- A change in the way we communicate with you or give you information,

This kind of change, which is called a REASONABLE ACCOMMODATION, may be requested in writing.

### **PROCEDURES**

The request will be reviewed by the Agent and an answer given within 10 working days unless there is a problem getting all the information needed or a longer time is agreed upon.

If the Agent turns down the request, it will be explained and the Agent will have an interactive dialogue with the applicant/resident to explore the feasible options which do not present a financial and administrative burden, or otherwise pose a fundamental alteration to the nature of the housing program.

**B. Limited English Proficiency Requirements (HUD 4350.3, REV-1, CHG-4, Paragraph 2-9C):**

We will take reasonable steps to ensure meaningful access to the information and services we provide for persons with LEP. This may include, but is not limited to interpreter services and/or written materials translated into other languages. The facility is not required to take steps deemed to be an undue burden.

(HUD specific LEP Guidance, "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" was published in the Federal Register on January 22, 2007.)

**C. Protections for Victims of Domestic Violence:**

The Violence Against Women Act and Department of Justice Reauthorization Act of 2005 (VAWA) and the Violence Against Women Reauthorization Act of 2013 Final Rule provides certain rights and protections to Section 8-assisted tenants and members of their households.

We are prohibited from refusing to lease to persons who are, or have been, victims of domestic violence, dating violence, sexual assault or stalking, or for when being affiliated with a victim, when the applicant is otherwise qualified, taking action to evict such a person, or terminating the assistance of such a victim when the behavior at issue is part of the abuse.

We will allow for survivors to move to another safe and available unit if they fear for their life or safety. We may request tenants seeking an emergency transfer to provide a written Emergency Transfer Request HUD Form 5383 (Exhibit #10). See HUD Form 5381 (Exhibit #11) for the full Emergency Transfer Plan.

We may not deny tenancy or occupancy rights based on solely on the adverse factors that are a direct result of bring a survivor. For example, the perpetrator may take out credit cards in the survivor's name, ruining their credit, or causing damage to survivor's property causing eviction and poor rental history. The perpetrator may force a survivor to participate in criminal activity or a survivor may be arrested as part of policies that require arresting both parties in a domestic disturbance.

We may terminate/evict a leaseholder who engages in criminal acts of violence as described above to family members or others without evicting the victimized lawful occupants and honor court orders regarding the rights of access or control of the property. We may evict tenants for other good cause unrelated to the incident or incidents of domestic violence, provided that the victim is not subject to a "more demanding standard" than non-victims. Victim status notwithstanding, we may evict if we are able to demonstrate that failure to do so poses an actual and imminent threat to other tenants or those employed at or providing service to the property.

In order to be eligible for VAWA protection, an applicant or tenant must document that they are a victim of domestic violence, dating violence, sexual assault or stalking via methods detailed in VAWA guidelines. Information related to such status is confidential, and may only be used for the purposes permitted by VAWA. The Final Rule states that under most circumstances, a survivor need only to self-certify in order to exercise their rights under VAWA, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections needed to keep themselves safe. The HUD-5382 (Exhibit # 9), Certification of Domestic Violence, Sexual Assault, or Stalking and Alternate Documentation form will be used for this purpose. The HUD-5382 and the HUD-5380 (Exhibit #8) Notice of Occupancy Rights under VAWA will be given 1) to existing household members at the next recertification, 2) to rejected applicants, 3) at move-in, 4) with any notice of termination, 5) with any notice of eviction.

**D. Race and Ethnicity Data (HUD 4350.3, REV-1, CHG-4, Exhibit 4-3, p. 4-67)**

Agent is required to collect a limited amount of data related to the race and ethnicity of persons served in the facility. Applicants and residents will be offered an opportunity to self-disclose information related to race and ethnicity, both at application and on forms provided by HUD for use at move-in. This information may not be used in any way to determine eligibility.

Applicants and Residents may choose to decline to provide this information, and there are no penalties for refusal to provide information on the race / ethnicity of household members. Such disclosure is voluntary on the part of applicants / residents.

**VIII. Wait List Procedures (HUD 4350.3, REV-1, CHG-4, Chapter 4)**

The Agent will administer its Waiting List in accordance with the following policies:

**A. Maintaining Wait Lists**

Waiting lists will be maintained in either a bound ledger or on a computer report.

**B. Sublists:**

Waiting lists will be organized by type of unit, (subsidy, physically adapted unit, etc). A separate list is required for every type of unit. "Type of unit" is defined in several ways, including:

1. The number of bedrooms, as well as the number of bathrooms, or ancillary rooms, such as a den or dining room.
2. The building structure, such as a town-house versus a garden-style unit.
3. The physical characteristics of the unit, such as accessible features.
4. The type of subsidy attached to the unit, such as project-based subsidy.
5. The distinction between subsidy types such as interest subsidy (basic rent units) and deep subsidy (low rent units).
6. Units which are intended for occupancy by elderly persons.

**C. Wait List Order**

Each applicant must be placed on the appropriate waiting list(s) chronologically according to the date and time of the completed application. Non-preference applicants shall be placed on the waiting list per the date of the completed application.

**D. Eligibility for Multiple Unit Types:**

If an applicant is eligible for tenancy, but no appropriately sized unit is available, the Agent will place the family on a waiting list for the project. Households that are eligible for more than one size of unit (by bedroom size) may choose to be placed on multiple waiting lists as appropriate and The Agent will respect the bedroom size option chosen by the applicant unless such choice violates the state sanitary code, other applicable laws, or the development Occupancy Policy. Persons using a wheelchair or requiring similar accommodations may apply for a standard unit, as well as an accessible unit, at their discretion.

**E. Record Retention:**

The Agent's records will indicate the date the applicant is placed on the waiting list. All records, including the application, must be retained for a period of three (3) years from the date of removal or withdrawal from the wait list.

**F. Closing the Wait List:**

The waiting list may be closed for a specific unit size or type if the projected turnover rate indicates that an applicant would be unable to obtain a unit within a reasonable amount of time. The Agent will post a notice at the development that indicates the date the list will be closing. Notice must be in 14 point (or larger) print and in an accessible location(s). Notice will also be placed in a local major media outlet (ex., newspaper, radio, or TV) in such a way as to affirmatively give notice of the closing. When an applicant pool is no longer adequate due to the closure of the waiting list, the list shall be re-opened, and notice will be provided in the same manner. Documentation of the notices of closing / opening of the wait list will be maintained on-site.

**G. Wait List Updates**

Applicants may withdraw their name from a wait list or lists at any time; they will receive written confirmation of their removal.

Individuals on the wait list will be contacted annually in order to determine if they wish to remain, and in order to update information. If the applicant cannot be contacted through the information provided on their application, their application will be inactivated. It is the responsibility of the applicant to keep the Agent informed when there is a change of contact information.

Applicants wishing to supplement or modify the information supplied with their application may do so by providing the updated information, in written form and with supporting documentation if available and desired, to the site office, either in person, by fax, by mail, or by email.

Applicants wishing information on their position on the wait list must send a written request, or must request a different format by reason of Reasonable Accommodation.

**Note:** Prior to removing an Applicant's name from the waiting list, the Agent will send written notice of the action, or notice in requested alternate format, to the Applicant, at the Applicant's address of record. A copy of the standard notice of removal is attached to this plan.

**IX. LEASE (HUD 4350.3, REV-1, CHG-4, Chapter 6)**

**A. Lease Execution**

At move-in, a Lease, Lease Addendum for Drug-Free Housing, VAWA Addendum (Section 8 Recipients), and Pet Agreement (Pet Owners) will be entered into between the Owner and Resident. All family members 18 years of age and older must sign a Lease and the applicable Addendums, including but not limited to the CHFA addendum.

**B. Additions / Changes to Household**

From time to time, changes to Resident Households may occur. At such time, Residents will be asked to sign a new Lease or a Lease Amendment to account for such changes. If an addition or household occurs involving a minor or non-party to the Lease, Residents may be asked to sign a new 50059 form and other relevant documents as appropriate.

**C. Changes to Lease / House Rules**

At such time as the Lease or House Rules change, Residents may be asked to sign a new Lease or Lease Amendment, as appropriate. Residents will always be given at least 30 days' written notice of a change in their rent or changes to House Rules, and at least 60 days notice before the end of the lease term for changes to the lease terms. If, however, a Lease or renewal is signed late due to a resident-caused delay, the requirement for 30 days' notice may be forfeited. (Ex., Resident fails to notify of new employment).

**D. Unit Transfer**

Residents will be asked to sign a new Lease as part of a Unit Transfer. The amount of the Security Deposit will not change.

**E. Assignment of Subsidy**

Residents will also be asked to sign a new Lease should they lose or be assigned subsidy, or in the event that the type of subsidy received by the household changes.

**F. Refusal to Sign**

Refusal to sign a Lease or Lease Amendment shall be grounds for termination (eviction).

**X. Charges for Facilities and Services (HUD 4350.3, REV-1, CHG-4, Chapter 6, Section 3, p. 6-37)**

**A. Rent (HUD 4350.3, REV-1, CHG-3, Chapter 5, Section 4, p. 5-65):**

Rent for this facility is based on the guidelines found in the HUD Occupancy Handbook 4350.3, REV-1, CHG-4. Total Tenant Payment shall be equal to one of the following; whichever is greater:

- 10% of monthly gross income
- 30% of monthly adjusted income
- The HUD-established minimum Resident payment (\$25)

Tenant Rent shall be an amount equal to Total Tenant Payment (as described above) minus any applicable Utility Allowance. In some cases, Resident households may be eligible for a hardship exemption, and the minimum Resident payment may be waived. Waiver of the minimum Resident payment is subject to guidelines found in the HUD 4350.3, REV-1, CHG-4.

Rent is due on the 1<sup>st</sup> of the month at the Ives Manor office. Any payments received by the 10<sup>th</sup> of the month will be considered on time, in accordance with CT state law. No late fee will be assessed. If a check is returned for insufficient funds, on the second instance, a fee of \$25.00 shall be assessed. Any future payments must be made in the form of a bank / cashier's check or money order from those Residents who have written bad checks.

**B. Security Deposit (HUD 4350.3, REV-1, CHG-4 Chapter 6, Section 2, p. 6-31)**

Resident households will be asked to pay an amount equal to one month's Resident rent, or \$50, whichever is greater, as a security deposit. Upon move-out, the security deposit must be returned to a Resident, subject to the time limits and guidelines for retention specified in the HUD 4350.3, REV-1, CHG-3 Occupancy Handbook and applicable State Landlord / Resident statutes. Those residents eligible for Section 8 or Rental Assistance who can demonstrate a financial hardship may request a payment plan for their security deposit. Such payment plan will require a 30% down payment, and monthly payments to provide full security deposit within three months.

**C. Pet Deposit (HUD 4350.3, REV-1, CHG-4 Paragraph 6-24, p. 6-39):**

The Pet Deposit for this facility is \$200. This deposit will not be collected for households with birds, fish, rodents, or turtles. Please refer to the pet policy for guidelines on which pets are accepted at this facility. Payment arrangements will also be accepted for pet deposits, with the same rules applying as above.

**NOTE:** Assistance animals are not considered pets. No pet deposit shall be taken for an assistive animal. Assistive animals, with verification of disability and existence of need, and certification of meeting the requirements of an assistance animal, will be accepted at this facility. Residents with an approved assistive animal will be asked to sign an assistive animal agreement and will be required to provide evidence of continued vaccinations and abide by standards of behavior.

**D. Other Charges:**

Residents are responsible for the cost of using the coin-operated laundry machines.

**E. Limitations of Services Offered:**

This facility does not provide the following non-shelter supportive services: transportation, housekeeping, meals, administration or monitoring of medication, assistance in transferring, money management, personal care assistance, security guards, care of resident pets, or removal of snow from residents' vehicles.

Eligible residents who require supportive services such as those above must make their own arrangements for same.

**XI. Resident Orientation**

All Residents must participate in an orientation meeting with Management in order to acquaint them with the policies, procedures, requirements, and House Rules of Ives Manor. Such orientation is required to be completed on or before the date of move-in. Failure to attend such a meeting will be considered a violation of the House Rules. Appointments will be rescheduled in the case of situations beyond the Resident's control.

**XII. Unit Inspections (HUD 4350.3, REV-1, CHG-4 Paragraph 6-29, p. 6-44)**

A move-in and move-out inspection will be conducted on every vacant unit, to ensure that units are in safe and sanitary condition upon move-in, and to evaluate units for Resident-caused damages.

Annual unit inspections shall be conducted on all units. Failure to keep the unit in safe and sanitary condition may constitute a violation of the lease.

Regulatory agencies may, from time to time, request inspection of Resident apartments. Agent will provide notice of when these inspections will occur.

Residents may be present at any inspection of their unit. Agent will make reasonable attempts to schedule required inspections at a date and time which is convenient for a Resident who wants to be present for an inspection.

**XIII. Annual Certifications (HUD 4350.3, REV-1, CHG-4, Chapter 7, Section 1, p. 7-3):**

Disclosure of family income, family composition, and other eligibility requirements constitutes substantial and material obligations of tenancy with respect to the amount of rent a Resident household will be obligated to pay and right of occupancy. A recertification of income shall be made annually on September 1<sup>st</sup> in accordance with HUD regulations and requirements. (NOTE: This paragraph is not applicable to non-Section 8 Residents).

Residents will be informed of the need to recertify, by means of an Initial Notice a year in advance, and a First Reminder Notice 120 days in advance. Residents will also be given Reminder Notices 90 and 60 days in advance, if necessary. If a Resident fails to respond timely by August 10<sup>th</sup> in any given year, their Rent may be raised to Market.

A Resident's share of the monthly rental payment is subject to adjustment to reflect income changes which are disclosed on any recertification of income, and Residents must agree to be bound by such adjustment. Agent is required to give 30 days written notice of any such adjustment by an amendment to be made a part of this lease, stating the amount of the adjusted monthly rental which the Resident will be required to pay. (NOTE: This paragraph is not applicable to non-Section 8 Residents).

If, upon recertification, household income is found to be sufficient to pay the Contract Rent, the Resident shall then be required to bear the cost of all such housing expense, but he/she will no longer be required to make income certifications under this lease.

Agent will also review information provided in the EIV system in order to review income status, employment status, receipt of multiple subsidies, and other pertinent eligibility information. Agent will take appropriate action as indicated by regulatory guidelines if the EIV system indicates such is needed.

Residents will be given information and disclosure sheets as required by HUD guidelines.

**XIV. Interim Certifications (HUD 4350.3, REV-1, CHG-4, Chapter 7, Section 2, p. 7-22)**

Residents must advise Agent immediately (within 30 days) if any of the following changes occur:

- Any household member moves out of the unit;
- Any addition to the household is proposed
- Any adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment; or
- The household's income cumulatively increases by \$200 or more a month.

Residents may report any decrease in income or any change in other factors considered in calculating the rent. Unless Agent has confirmation that the decrease in income or change in other factors will last less than one month, Agent will verify the information and make the appropriate rent reduction. However, if a Resident's income may be partially or fully restored within two months, Agent may delay the certification process until the new income is known, but the rent reduction will be retroactive and Agent may not evict a Resident for nonpayment of rent due during the period of the reported decrease and the completion of the certification process. A Resident has 30 days after receiving notice of any rent due for the above-described time period to pay, or Agent can proceed with termination of tenancy (eviction) for non-payment of rent.

If a Resident does not advise Agent of the interim changes concerning household members or increase in income, Agent may increase the household rent to the HUD-approved market rent. Agent may do so only in accordance with the time frames and administrative procedures set forth in HUD's regulations, handbooks, and instructions on the administration of multifamily subsidy programs.

Residents may request to meet with Agent to discuss how any change in income or other factors affected his/her rent or assistance payment, if any. If a Resident requests such a meeting, Agent agrees to meet with them and explain how their rent or assistance payment, if any, was computed.

EIV information will be reviewed as part of the Interim Recertification process; refer to "Annual Certifications" above for information on how disputed information will be addressed.

**XV. House Rule Changes (HUD 4350.3, REV-1, CHG-4, Paragraph 6-9, p. 6-19)**

If any of the Occupancy Rules (House Rules) for this facility change, Residents will be given sufficient notice (30 days minimum) to enable them to provide written notice to Agent of their intent to terminate their tenancy in compliance with the established requirements for notice detailed in their lease.

**XVI. Sole Residence Rule (HUD 4350.3, REV-1, CHG-4 Paragraph 3-10B, p. 3-22):**

The applicant must intend that the unit will be his/her permanent place of residence and certify that he/she does not or will not maintain any other separate subsidized rental unit or other primary residence.

**XVII. Personal Contact:**

All Residents will be asked to provide information on a non-resident who can fulfill the role of a personal / emergency contact, and will be asked to sign HUD Form 92006. No applicant shall be rejected for failure to designate such a contact.

**XVIII. Changes to this Selection Plan (HUD 4350.3, REV-1, CHG-4, Chapter 4, Section 1)**

This selection plan may be updated from time to time as regulatory requirements change, or as Owner-desired changes are implemented (and approved by HUD if necessary). Residents and applicants on the wait list(s) will be notified in writing of changes in the Selection Plan, and will be offered an opportunity to review the updated plan if they choose. A copy of the Selection Plan is always available for viewing in the office by request. The Resident Selection Plan is also posted on-site.

Income limits are issued by HUD annually. If there are no changes to the selection Plan other than an update in income limits, written notification will not be made. The new income limits will simply be attached to this Plan, and implemented as of the effective date dictated by HUD.

Exhibit #1: Income Limits

Exhibit #2: Sample Wait List Removal Letter

Exhibit #3: Reasonable Accommodation Policy

Exhibit #4: Rent Collection Policy

Exhibit #5: Pet Policy and Agreement

Exhibit #6: Notice of EIV Use

Exhibit #7: HUD-91066 VAWA Lease Addendum

Exhibit #8: HUD-5380 Notice of Occupancy Rights under VAWA

Exhibit #9: HUD-5382 VAWA Certification 2017

Exhibit #10: HUD-5383 Emergency Transfer Request under VAWA

Exhibit #11: HUD-5381 Emergency Transfer Plan under VAWA

**Exhibit #1: HUD FY 2017 Income Limits  
Danbury, CT**

**Persons in Household**

	<b>1</b>	<b>2</b>
30% EXTREMELY LOW INCOME **	\$23,150	\$26,450
50% VERY LOW INCOME	\$38,600	\$44,100
80% LOW-INCOME	\$51,600	\$58,950

\*\* Effective 7/1/14 – Extremely Low Income families are now defined as very low income families whose income does not exceed the higher of:

- The Federal Poverty Level or
- 30 Percent of Area Median Income

(The Federal Poverty Level is below 30% of Area Median Income in this area.)

These Income Limits in use as of 4/14/17

**Exhibit #2**

**Letter - Wait List Removal – Non- Response  
Reasonable Accommodation Policy**

Date \_\_\_\_\_:

RE: Ives Manor

Dear \_\_\_\_\_:

On \_\_\_\_\_, \_\_\_\_\_, you were mailed a notice that our Waiting List was being updated, and were asked to respond and update your information. We have not heard from you by the date stated in that letter.

Therefore we are removing your application from the active Waiting List for this housing community.

**APPEAL RIGHTS:**

In accordance with HUD regulations, if you disagree with this decision to reject your application, you may appeal this decision with Management at the above location within fourteen (14) days after you receive this letter.

You may also direct any questions regarding the appeal process to \_\_\_\_\_  
at (203) \_\_\_\_\_ - \_\_\_\_\_.

Sincerely,

\_\_\_\_\_, Administrator  
Ives Manor

**“We are Equal Opportunity Housing Providers and Employers.** *The Fair Housing Act prohibits discrimination in the sale, rental, or financing of housing on the basis of race, color, religion, sex, disability, familial status, or national origin. Complaints of discrimination may be forwarded to the Fair Housing Administrator, US Department of Housing and Urban Development, Washington, D.C. 20410, Phone 1-800-669-9777.” Connecticut law also prohibits discrimination in all of the above categories plus these additional categories: lawful source of income, marital status, sexual orientation, use of a guide dog, and age (except when program regulations restrict the housing to an age-specific category). Complaints of discrimination may be forwarded to the Commission on Human Rights & Opportunities at 860-541-3400.*

**We do not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, our federally assisted programs and activities.**

**Exhibit #3**  
**Reasonable Accommodation Policy**

**NOTICE OF RIGHT TO ACCOMMODATION OR MODIFICATION\***

**If you have a disability and as a result of your disability you need . . .**

- a change in the rules or policies or how we do things that would give you an equal chance to live here and use the facilities or take part in programs on site or any off site programs scheduled for residents,
- a change or repair in your apartment or a special type of apartment that would give you an equal chance to live here and use the facilities or take part in programs on site,
- a change or repair to some other part of the housing site that would give you an equal chance to live here and use the facilities or take part in programs on site,
- a change in the way we communicate with you or give you information,

**you may ask for this kind of change, which if granted, is called a REASONABLE ACCOMMODATION or MODIFICATION.**

If you can show that you have a disability and if your request is reasonable - not too expensive and too difficult to arrange, we will try to make the changes you ask for. **A request that poses an undue financial and/or administrative burden or creates a fundamental change in the nature of the program will be denied and you will be told why.**

Once the necessary verifications have been obtained, we will determine, within ten (10) business days, whether the requested accommodation or modification is reasonable. In the event the complexity of the request or verification thereof prevents a response within ten (10) business days, we will advise the requester of its efforts to date and the projected time by which a response will be provided. In no case, however, shall we take more than thirty (30) business days to provide a response. We will let you know if we need more information or proof that you need this or if we would like to talk to you about other ways to meet your needs.

If we decide not to do what you asked, we will explain the reasons and you can give us more information if you think that will help.

If you need help filling out an ACCOMMODATION or MODIFICATION request form or if you want to give us your request in some other way, we will help you.

You can get an ACCOMMODATION or MODIFICATION REQUEST FORM at Ives Manor 198 Main Street, Danbury, CT 06810 Phone: (203) 797-0301 TRS: (800) 842-9710

**NOTE: We will not tell others what you tell us unless you give permission and we will use what you tell us only to help meet your request.**

\*Adapted from A HANDBOOK ON THE LEGAL OBLIGATIONS AND RIGHTS OF PUBLIC AND ASSISTED-HOUSING PROVIDERS UNDER FEDERAL AND STATE FAIR HOUSING LAW FOR APPLICANTS AND TENANTS WITH DISABILITIES: Author Debbie Pilch, J. D., in consultation with Ann Anderson, M. M. H. S, Rev. Oct. 2000  
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## **DEFINITIONS OF HANDICAPPED OR DISABLED RELATIVE TO ADMISSION OF APPLICANTS FOR HOUSING FOR PURPOSES OF THIS RESIDENT SELECTION AND OCCUPANCY POLICY**

Individual with handicaps or disabilities means any person who has a physical impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. For purposes of other than employment such as program and activities, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

1) Physical impairment includes:

- a) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or
- b) The term physical impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

2) Major life activities means functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

3) Has a record of such an impairment means has a history of, or has been misclassified as having, a physical impairment that substantially limits one or more major life activities.

4) Is regarded as having an impairment means:

- a) Has a physical impairment that does not substantially limit one or more major life activities but that is treated by an owner as constituting such a limitation;
- b) Has a physical impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or
- c) Has none of the impairments defined in paragraph (1) of this section but is treated by an owner as having such an impairment.

- 5) Qualified individual with handicaps with respect to this housing program means:
- a) An individual with handicaps who meets the essential eligibility requirements, including age qualifications, and who can achieve the purpose of the housing program or activity without modifications or reasonable accommodations in the program; or
  - b) An individual with handicaps who meets the essential eligibility requirements for participation in, or receipt of benefits from, the housing program. Essential eligibility requirements include stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program, such as requirements that an occupant of multifamily housing be capable of meeting the owner's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the owner. For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be qualified for occupancy in a project where such supportive services are provided by the owner as part of the assisted program. The person may not be qualified for a housing program lacking such services.

**Exhibit #4**  
**RENT COLLECTION POLICY**

Rent is due by check or money order on or before the first day of each month. It may be mailed or brought to the Property Manager's Office. Checks should be made out to "Ives Manor"

Any rent not received by the 10<sup>th</sup> of the month is considered delinquent. No cash will be accepted.

Partial payments will be received and special consideration given in cases of personal financial crisis. If agreement for payment has not been worked out after consultation with Management, legal proceedings for eviction will be started by the fifteenth of the month. Speak to the Property Manager early if you know there is a problem!

If you have any questions, please see the Property Manager.

**Exhibit #5**  
**PET POLICY**

Pets are allowed at the Development, but there are some limitations. The highest number of pets per household is one dog and two cats. No poisonous pets are allowed. Dogs over 20 pounds are not allowed. All animals that spray (like male cats and female ferrets) must be spayed or neutered. A \$200 pet deposit must be paid according to the requirements established by *HUD 4350.3 Rev-1*. The initial deposit pet deposit shall not exceed \$50.00, with monthly increments of not more than \$10.00, until the full deposit of \$200 is paid in full. Assistance Animals are animals that provide disability-related assistance, support, or provide service to persons with disabilities and are exempt from this pet policy and from refundable pet deposit requirement. See Chapter 2-44 Assistance Animals as a Reasonable Accommodation for more information.

**2-44 Assistance Animals as a Reasonable Accommodation**

- A. Assistance animals are not pets. They are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or animals that provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals – often referred to as “service animals,” “assistance animals,” “support animals,” or “therapy animals” – perform many disability-related functions, including but not limited to guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing minimal protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to persons with disabilities who have a disability-related need for such support.
- B. A housing provider may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. The question is whether or not the animal performs the disability-related assistance or provides the disability-related benefit needed by the person with the disability.
- C. A housing provider’s refusal to modify or provide an exception to a “no pets” rule or policy to permit a person with a disability to use and live with an assistance animal would violate Section 504 of the Rehabilitation Act and the Fair Housing Act unless:
  - 1. The animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation,
  - 2. The animal would cause substantial physical damage to the property of others,
  - 3. The presence of the assistance animal would pose an undue financial and administrative burden to the provider, or
  - 4. The presence of the assistance animal would fundamentally alter the nature of the provider's services.
- D. The fact that a person has a disability does not automatically entitle him or her to an assistance

animal. There must be a relationship between the person's disability and his or her need for the animal.

- E. A housing provider may not require an applicant or tenant to pay a fee or a security deposit as a condition of allowing the applicant or tenant to keep the assistance animal. However, if the individual's assistance animal causes damage to the applicant's unit or the common areas of the dwelling, at that time, the housing provider may charge the individual for the cost of repairing the damage if the provider regularly charges tenants for any damage they cause to the premises.

Any TENANT wishing to own a pet must first register the pet with the LANDLORD prior to bringing the pet into the Development. Pet registration must be updated annually. Registration is pet specific and except for replacement fish, no substitution of a pet is allowed without approval of the LANDLORD and registration of the pet. Failure to **register and annually** update the registration of the pet shall constitute material non-compliance with the lease and is grounds for termination of the tenancy. The registration, which is part of the agreement between the pet-owner TENANT and the LANDLORD, must include:

- A. Information sufficient to identify the pet and to demonstrate that it is a common household pet;
- B. The name, address, and phone number of one or more responsible parties who will care for the pet if the owner dies, is incapacitated, or is otherwise unable to care for the pet;
- C. Certification or other documentation demonstrating that a dog is licensed in accordance with State and local law;
- D. The name, address and telephone number of the pet's local veterinarian;
- E. Each pet, other than aquarium fish, shall be viewed by a management representative prior to admittance and registration; and
- F. Certification or other documentation that the pet is spayed or neutered, if applicable.

**The Management Agent may refuse to register a pet if:**

- A. The pet is not a common household pet as described herein; or
- B. If the keeping of the pet would violate any applicable house pet rule or policy; or
- C. If the pet owner TENANT fails to provide any applicable registration information or fails annually to update the pet registration; or
- D. If the LANDLORD reasonably determines, based on the pet-owner TENANT's habits and practices, that the TENANT will be unable to keep the pet in compliance with this Pet Policy and other lease obligations.

The pet temperament may be considered as a factor in determining the TENANT's ability to comply with this Pet Policy and other lease obligations. The LANDLORD may not refuse to register a pet based on a determination that the pet owner is financially unable to care for the pet or that the pet is inappropriate, based on the therapeutic value to the pet owner, or based on the interests of the property or existing tenants. The LANDLORD may refuse to register a pet only after the LANDLORD has reviewed the case and the LANDLORD has determined that the grounds for the refusal are supported by HUD regulations. When pet registration is refused, TENANT shall be notified in writing, one copy of the notice shall be placed in the TENANT's file and one copy shall be retained by the LANDLORD. The notice of refusal may be combined with a notice of Pet Policy Violations as required under this Pet Policy and the lease.

The LANDLORD may prescribe other reasonable rules to govern the keeping of common household pets. Violation of these provisions will result in a notice of violation of this Pet Policy and may result in eviction.

The LANDLORD may place reasonable limitations on the types of pets and the size and weight of pets allowed in the Development.

- A. Dogs will be limited to types not expected to exceed 20 pounds of weight at maturity. Dogs shall not be permitted to chew or scratch walls, doors, unit woodwork, carpet or drapes, or otherwise damage the unit and its fixtures and furnishings.
- B. Cats shall be limited to common domestic felines. Cats shall not be permitted to claw unit woodwork, or otherwise damage the unit and its fixtures and furnishings and shall remain indoors at all times.
- C. Birds shall be limited to common domestic types. No birds of prey or domesticated fowl. Commercial breeding of birds is prohibited. Birds are to be caged or perch trained and are not to be allowed to peck at the unit woodwork or otherwise damage the unit and its fixtures and furnishings.
- D. Rodents, fish, and other pets permitted in the policy shall be caged or otherwise appropriately contained and controlled and shall not be permitted to damage the unit and its fixtures and furnishings. Aquariums shall be waterproofed.

The LANDLORD may use the refundable pet deposit only to pay reasonable expenses directly attributable to the presence of the pet in the Development, including (but not limited to) the cost of repairs and replacement to, and fumigation of the TENANT's unit, and the cost of animal care facilities. The LANDLORD shall refund the unused portion of the pet deposit to the TENANT within a reasonable time after the TENANT moves from the Development or no longer owns or keeps a pet in the unit.

The LANDLORD shall impose a separate pet waste removal charge of \$5.00 per occurrence on pet owners who fail to remove pet waste in accordance with this Pet Policy. HUD has determined that any pet waste removal charge within this \$5.00 limitation shall be deemed a reasonable amount for the purposes of this part. Removal of pet waste by the LANDLORD shall be grounds for issuance of a notice of violation of this Pet Policy.

The pet deposit and pet waste removal charge described herein are not part of rent payable by the TENANT. Except as provided in this Pet Policy, the Development may not prescribe pet rules that impose on pet owners additional financial obligations that are designed to compensate the LANDLORD or the Owner of the Development for the cost associated with the presence of pets in the Development, including but not limited to, requiring pet owners to obtain liability or other insurance to cover damage caused by the pet, to agree to be strictly liable for all damages caused by the pet where this liability is not otherwise imposed by State or local law, or to indemnify the LANDLORD for pet-related litigation or attorney's fees.

If there is an applicable State or local law or regulation governing the financial obligations of TENANTS for their pets, the pet rules prescribed under this Pet Policy shall not conflict with such law or regulations. If such a conflict may exist, the State or local law or regulation shall apply.

The TENANT shall be responsible for the control of his/her pet at all times. No pet will be allowed to wander about the premises unrestrained. The TENANT must use reasonable care to prevent the animal from jumping upon or otherwise frightening other tenants or guests on the premises. The TENANT shall be responsible to control noise created by his/her pet. Animals will not be permitted to bark, whine, cry or create other such noise in an uncontrolled fashion, especially during the night or at other times when neighbors may be sleeping. The TENANT shall be responsible for the control of odors caused by his/her pet. Dogs should not be left unattended for more than 12 hours. Cats and other pets for which the TENANT has provided litter or other

unit sanitation facilities should not be left unattended for more than 48 hours. Under no circumstances are pets to be left unattended in the common areas of the premises. For this purpose, “unattended” shall mean that the TENANT is unable to see or hear the pet. As some persons residing in the Development may be allergy sensitive or easily frightened by certain pets, the TENANT is responsible for exercising common sense and courtesy toward others who may become affected by the pet. Scratching posts are recommended for cats to protect the wood surfaces of the Development.

The TENANT shall not alter their unit or unit area to create an enclosure for the pet without written consent of the LANDLORD.

TENANTS are prohibited from feeding or otherwise encouraging the presence of stray animals. The feeding or care of unregistered animals shall constitute having a pet without permission of the LANDLORD and will be grounds for termination of tenancy as material non-compliance with the lease.

Any TENANT who brings or whose guest brings any pet onto the premises shall immediately notify the LANDLORD. All visiting pets are subject to this Pet Policy. TENANT is responsible for any damage resulting from the visiting pet. No visiting pets may remain on the premises for more than five days without approval from LANDLORD.

It is the TENANT’s responsibility to fumigate the unit upon vacating, and prior to a new tenant moving into the unit if there are signs of flea or other pest infestation. This may be achieved by using a flea bomb or other fogger commonly available for home use. In the event that such TENANT use methods are unsuccessful in eliminating the infestation, the TENANT will be responsible for the hiring and/or payment of professional pest control services. Any infestation of mites or other pests resulting from a TENANT’s bird will follow this rule.

Except, as noted, violation of all or part of this Pet Policy shall result in a notice of Pet Policy Violation. Issuance of a notice of Pet Policy Violation shall be based upon objective facts, supported by written statements, that a TENANT has violated a policy governing the owning or keeping of pets. The notice of Violation will be in writing and must:

- A. Contain a brief statement of the factual basis for the determination and the pet rule(s) or policy(ies) alleged to be violated;
- B. State that the TENANT has 10 days from the date of the notice of violation to correct the Violation (including, in appropriate circumstance the removal of the pet) or to make a written request for a meeting to discuss the Violations;
- C. State that the TENANT is entitled to be accompanied by another person of his/her choice at the meeting; and
- D. State that the TENANT’s failure to correct the Violations, to request a meeting, or to appear at the requested meeting may result in initiation of procedures to terminate the TENANT’s tenancy in the Development.

If the TENANT makes a timely request for a meeting to discuss an alleged Pet Policy Violation, the LANDLORD, or its representative, shall establish a mutually agreeable time and place for the meeting, but not later than 15 days from the date of the notice of Pet Policy Violation (unless the LANDLORD agrees to a later date). At the Pet Policy Violation meeting, the TENANT and LANDLORD shall discuss any alleged Violation of the Pet Policy and attempt to correct it. The LANDLORD may, as a result of the meeting, give the TENANT additional time to correct the Violation.

If the TENANT and LANDLORD are unable to resolve the Pet Policy Violation at the meeting or if the LANDLORD determines that the TENANT has failed to correct the Violation within any additional time provided for this purpose, the LANDLORD may serve a written notice on the pet owner in accordance with the service provisions of this Pet Policy or at the meeting, if applicable, requiring the TENANT to remove the pet. This notice must:

- A. Contain a brief statement of the factual basis for the determination and the Pet Policy or Policies that have been violated;
- B. State that the TENANT must remove the pet within 10 days of the date of notice of pet removal or meeting if served at the meeting; and
- C. State that failure to remove the pet may result in initiation of procedures to terminate the TENANT's tenancy in the Development.

The LANDLORD may not initiate procedures to terminate a TENANT's tenancy based on a Pet Policy Violation, unless:

- A. The TENANT has failed to remove the pet or to correct a Pet Policy Violation within the applicable time period provided (including any additional time permitted by the LANDLORD); and
- B. The Pet Policy violated is sufficient to begin procedures to terminate the pet owner's tenancy under the terms of the lease and applicable regulations.

Nothing in this Pet Policy prohibits a LANDLORD or an appropriate community authority from requiring the removal of any pet from the Development, if the pet's conduct or condition is duly determined to constitute, under the provisions of state or local law, a nuisance or a threat to the health or safety of other tenants of the Development or of other persons in the community where the Development is located.

If the health or safety of the pet is threatened by the death or incapacity of the TENANT, or by other factors that render the TENANT unable to care for the pet (including but not limited to), abandonment, or leaving the pet unattended past the time provisions of this Pet Policy, the LANDLORD shall contact the responsible parties listed in the pet registration. If the responsible party or parties are unwilling or unable to care for the pet, or the LANDLORD, despite reasonable efforts, has been unable to contact the responsible party or parties, the LANDLORD will contact the appropriate state or local authority and request removal of the pet. If there is no state or local authority authorized to remove a pet under these circumstances, the LANDLORD may enter the TENANT's unit, remove the pet, and place the pet in a facility that would provide care and shelter until the TENANT or a representative of the TENANT is able to assume responsibility for the pet, but not longer than 30 days. The cost of the animal care facility provided under this section shall be borne by the TENANT. If the TENANT is unable or unwilling to pay, the cost of the animal care facility may be paid from the pet deposit. The TENANT may list an animal care facility preference on the pet registration, but the LANDLORD reserves the right to place the animal in another facility.

**PET AGREEMENT**  
(Addendum to Lease)

Today's Date: \_\_\_\_\_

Resident(s) \_\_\_\_\_ Apt. No. \_\_\_\_\_

Date of Lease: \_\_\_\_\_

Generic Species (dog, cat, bird, fish) \_\_\_\_\_ Weight \_\_\_\_\_ Age \_\_\_\_\_

Height \_\_\_\_\_ Name \_\_\_\_\_

Description including breed if applicable \_\_\_\_\_  
\_\_\_\_\_

I/We have read and understand the Pet Policies and Rules which are attached to this agreement and I/We agree to abide by attached Policy and Rules.

Date \_\_\_\_\_

Resident \_\_\_\_\_

Resident \_\_\_\_\_

Deposit Received \$ \_\_\_\_\_ Date: \_\_\_\_\_

Management Agent: \_\_\_\_\_

Alternate Responsible Party as required by the Pet Policy:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone #: \_\_\_\_\_

## Exhibit #6

### NOTICE TO RESIDENTS / APPLICANTS USE OF THE ENTERPRISE INCOME VERIFICATION (EIV) SYSTEM

In an effort to ensure the right assistance is provided to the right people, The Department of Housing and Urban Development (HUD) has provided property managers with access to a new verification database called the Enterprise Income Verification System (EIV). EIV provides information about project-based and tenant-based HUD assistance recipients. This database is also used to verify certain types of reported income with records maintained in the Social Security Administration databases and the Department of Health and Human Service (HHS) National Database of New Hires. HHS provides information about current and past employment and unemployment insurance information. EIV also provides information on those persons who may be listed as receiving assistance at multiple locations, or who may be listed as residing in assisted housing at the time of their application to another facility. EIV verifies Social Security numbers, and identifies those persons who the Social Security database lists as deceased. At your initial interview, move-in, and/or annual recertification, all adult household members give consent to the release of this information by signing HUD Forms 9887 and 9887A.

If HUD indicates that there is a discrepancy discovered by the EIV database, we will contact you so that we continue to assure that you are receiving all assistance for which you are eligible. We are committed to your enjoyment of your home. Please refer to the "EIV and You" Brochure provided at initial interviews and annual recertifications, and/or contact the management office if you have any questions.

Thank you.

**"We are Equal Opportunity Housing Providers and Employers.** *The Fair Housing Act prohibits discrimination in the sale, rental, or financing of housing on the basis of race, color, religion, sex, handicap, familial status, or national origin. Complaints of discrimination may be forwarded to the Fair Housing Administrator, US Department of Housing and Urban Development, Washington, D.C. 20410, Phone 1-800-669-9777."* Connecticut law also prohibits discrimination in all of the above categories plus these additional categories: lawful source of income, marital status, sexual orientation, gender identity or expression, use of a guide dog, and age (except when program regulations restrict the housing to an age-specific category). Complaints of discrimination may be forwarded to the Commission on Human Rights & Opportunities at 860-541-3400.

**We do not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, our federally assisted programs and activities.**

**Exhibit #7  
LEASE ADDENDUM - VAWA**

Taken From the  
HUD VAWA Addendum  
with OMB Approval No. 2502-0204

**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

TENANT	LANDLORD	UNIT NO. & ADDRESS
--------	----------	--------------------

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is \_\_\_\_\_. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
  
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
  
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

Form HUD-91067  
(09/2008)

## Exhibit #8

NOTICE OF OCCUPANCY RIGHTS UNDER  
THE VIOLENCE AGAINST WOMEN ACT

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

### [DHA Housing Corp., Inc. dba Ives Manor](#)

#### Notice of Occupancy Rights under the Violence Against Women Act<sup>1</sup>

##### To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that [DHA Housing Corp., Inc. dba Ives Manor](#) is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

##### Protections for Applicants

If you otherwise qualify for assistance under [HUD's Multifamily Housing Program](#) you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

##### Protections for Tenants

If you are receiving assistance under [HUD's Multifamily Housing Program](#) you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under [HUD's Multifamily Housing Program](#) solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

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

##### Removing the Abuser or Perpetrator from the Household

[DHA Housing Corp., Inc. dba Ives Manor](#) may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

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

In removing the abuser or perpetrator from the household [DHA Housing Corp., Inc. dba Ives Manor](#) must follow Federal, State, and local eviction procedures. In order to divide a lease [DHA Housing Corp., Inc. dba Ives Manor](#) may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

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

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

### **Moving to Another Unit**

Upon your request [DHA Housing Corp., Inc. dba Ives Manor](#) may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request [DHA Housing Corp., Inc. dba Ives Manor](#) may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking.

If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- (1) **You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) **You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- (3) **You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

#### **OR**

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

[DHA Housing Corp., Inc. dba Ives Manor](#) will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

[DHA Housing Corp., Inc. dba Ives Manor](#)'s Emergency Transfer Plan provides further information on emergency transfers, and [DHA Housing Corp., Inc. dba Ives Manor](#) must make a copy of its emergency transfer plan available to you if you ask to see it.

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

[DHA Housing Corp., Inc. dba Ives Manor](#) can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from [DHA Housing Corp., Inc. dba Ives Manor](#) must be in writing, and [DHA Housing Corp., Inc. dba Ives Manor](#) must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation.

[DHA Housing Corp., Inc. dba Ives Manor](#) may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to [DHA Housing Corp., Inc. dba Ives Manor](#) as documentation. It is your choice which of the following to submit if [DHA Housing Corp., Inc. dba Ives Manor](#) asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

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

If you fail or refuse to provide one of these documents within the 14 business days [DHA Housing Corp., Inc. dba Ives Manor](#) does not have to provide you with the protections contained in this notice.

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

### **Confidentiality**

[DHA Housing Corp., Inc. dba Ives Manor](#) must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

[DHA Housing Corp., Inc. dba Ives Manor](#) must not allow any individual administering assistance or other services on behalf of [DHA Housing Corp., Inc. dba Ives Manor](#) (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

[DHA Housing Corp., Inc. dba Ives Manor](#) must not enter your information into any shared database or disclose your information to any other entity or individual. [DHA Housing Corp., Inc. dba Ives Manor](#) however, may disclose the information provided if:

- You give written permission to [DHA Housing Corp., Inc. dba Ives Manor](#) to release the information on a time limited basis.
- [DHA Housing Corp., Inc. dba Ives Manor](#) needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires [DHA Housing Corp., Inc. dba Ives Manor](#) or your landlord to release the information.

VAWA does not limit [DHA Housing Corp., Inc. dba Ives Manor's](#) duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

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

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, [DHA Housing Corp., Inc. dba Ives Manor](#) cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if [DHA Housing Corp., Inc. dba Ives Manor](#) can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

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

If [DHA Housing Corp., Inc. dba Ives Manor](#) can demonstrate the above, [DHA Housing Corp., Inc. dba Ives Manor](#) should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

### **Other Laws**

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

### **Non-Compliance with The Requirements of This Notice**

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with [Nancy Gentile; HUD Multifamily Northeast Region, Boston Satellite Office, 10 Causeway Street, 3<sup>rd</sup> Floor, Boston, MA 02222.](#)

### **For Additional Information**

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

Additionally, [DHA Housing Corp., Inc. dba Ives Manor](#) must make a copy of HUD’s VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact [Frank Stellato at 860-529-1111 ext 106](#).

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

You may also contact any of the resources shown below as appropriate.

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

For help regarding sexual assault, you may contact **any of the resources shown below as appropriate**.

Victims of stalking seeking help may contact **any of the resources shown below as appropriate**.

Although the [DHA Housing Corp., Inc. dba Ives Manor](#) does not provide direct services, below, please find a list of references to other resources covering a wide variety of needs. The resource lists in this entire section are not intended to be comprehensive, but rather a place for you to start. If you find additional resources that prove helpful, please forward them along to us so we can share them with others.

**Resources:**

For help addressing domestic violence, dating violence, sexual assault and stalking, please refer to the following agencies.

The National Domestic Violence Hotline	800-799-7233 (SAFE)	<a href="http://www.ndvh.org">www.ndvh.org</a>
National Dating Abuse Helpline	866-331-9474	<a href="http://www.loveisrespect.org">www.loveisrespect.org</a>
Americans Overseas Domestic Violence Crisis Center	866-USWOMEN (879-6636)	<a href="http://www.866uswomen.org">www.866uswomen.org</a>
National Child Abuse Hotline/Childhelp	800-4-A-CHILD 800-422-4453	<a href="http://www.childhelp.org">www.childhelp.org</a>
National Sexual Assault Hotline	800-656-4673 (HOPE)	<a href="http://www.rainn.org">www.rainn.org</a>
National Center for Victims of Crime	202-467-8700	<a href="http://www.victimsofcrime.org">www.victimsofcrime.org</a>
National Human Trafficking Resource Center/Polaris Project	888-373-7888 Text: HELP to BeFree (233733)	<a href="http://www.polarisproject.org">www.polarisproject.org</a>
National Resource Center on Domestic Violence	800-537-2238	<a href="http://www.nrcdv.org">www.nrcdv.org</a> and <a href="http://www.vawnet.org">www.vawnet.org</a>
Futures Without Violence: The National Health Resource Center on Domestic Violence	888-792-2873	<a href="http://www.futureswithoutviolence.org">www.futureswithoutviolence.org</a>
National Center on Domestic Violence, Trauma & Mental Health	312-726-7020 ext. 2011	<a href="http://www.nationalcenterdvtraumamh.org">www.nationalcenterdvtraumamh.org</a>
Domestic Violence Initiative	303-839-5510 877-839-5510	<a href="http://www.dviforwomen.org">www.dviforwomen.org</a>
Deaf Abused Women’s Network (DAWN)	202-559-5366	<a href="mailto:Hotline@deafdawn.org">Hotline@deafdawn.org</a> <a href="http://www.deafdawn.org">www.deafdawn.org</a>
Women of Color Network	800-537-2238	<a href="http://www.wocninc.org">www.wocninc.org</a>
INCITE! Women of Color Against Violence		<a href="mailto:incite.natl@gmail.com">incite.natl@gmail.com</a> <a href="http://www.incite-national.org">www.incite-national.org</a>

Alianza	505-753-3334	<a href="http://www.dvalianza.org">www.dvalianza.org</a>
Casa de Esperanza	651-772-1611	<a href="http://www.casadeesperanza.org">www.casadeesperanza.org</a>
Asian and Pacific Islander Institute on Domestic Violence	415-954-9988	<a href="http://www.apiidv.org">www.apiidv.org</a>
Committee Against Anti-Asian Violence (CAA AV)	212- 473-6485	<a href="http://www.caaav.org">www.caaav.org</a>
Manavi	732-435-1414	<a href="http://www.manavi.org">www.manavi.org</a>
Institute on Domestic Violence in the African American Community	877-643-8222	<a href="http://www.dvinstitute.org">www.dvinstitute.org</a>
The Black Church and Domestic Violence Institute	770-909-0715	<a href="http://www.bcdvi.org">www.bcdvi.org</a>
The Audre Lorde Project		<a href="http://www.alp.org">www.alp.org</a>
LAMBDA GLBT Community Services	206-350-4283 178-596-0342	<a href="http://www.qrd.org/qrd/www/orgs/avproject/main.htm">http://www.qrd.org/qrd/www/orgs/avproject/main.htm</a>
National Coalition of Anti-Violence Programs 1-212-714-1184	206-350-4283	<a href="http://www.ncavp.org">www.ncavp.org</a>
National Gay and Lesbian Task Force	202-393-5177	<a href="http://www.ngltf.org">www.ngltf.org</a>
Northwest Network of Bisexual, Trans, Lesbian & Gay Survivors of Abuse	206-568-7777	<a href="http://www.nwnetwork.org">www.nwnetwork.org</a>
National Clearinghouse on Abuse in Later Life	608-255-0539	<a href="http://www.ncall.us">www.ncall.us</a>
National Center for Elder Abuse	855-500-3537	<a href="http://www.ncea.aoa.gov/">http://www.ncea.aoa.gov/</a>
American Bar Association Commission on Domestic Violence	202-662-1000	<a href="http://www.abanet.org/domviol">www.abanet.org/domviol</a>
Battered Women's Justice Project	800-903-0111	<a href="http://www.bwjp.org">www.bwjp.org</a>
Safe Horizon stalking victims' hotline (assessment & referrals provided)	866-689-4357	
Stalking Resource Center		<a href="http://www.victimsofcrime.org/our-programs/stalking-resource-center">www.victimsofcrime.org/our-programs/stalking-resource-center</a>
The National Organization for Victim Assistance	800-879-6682	<a href="http://www.trynova.org">www.trynova.org</a>
iSafetyNet		<a href="http://www.isafetynet.org/">http://www.isafetynet.org/</a>

**Attachment:** Certification form HUD-5382

Form HUD-5380  
(12/2016)

## Exhibit #9

**CERTIFICATION OF  
DOMESTIC VIOLENCE,  
DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING,  
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286  
Exp. 06/30/2017

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

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

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

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

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

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

Form HUD-5382  
(6/2017)

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

- 1. Date the written request is received by victim: \_\_\_\_\_
- 2. Name of victim: \_\_\_\_\_
- 3. Your name (if different from victim's): \_\_\_\_\_
- 4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_  
\_\_\_\_\_
- 5. Residence of victim: \_\_\_\_\_
- 6. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_  
\_\_\_\_\_
- 7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_
- 8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_  
\_\_\_\_\_
- 10. Location of incident(s): \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

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

**Exhibit # 10**

**EMERGENCY TRANSFER  
REQUEST FOR CERTAIN  
VICTIMS OF DOMESTIC  
VIOLENCE, DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286  
Exp. 06/30/2017

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

**The requirements you must meet are:**

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.
- (2) You expressly request the emergency transfer.** Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.
- (3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

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

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

Form HUD-5383 (6/2017)

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

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

1. Name of victim requesting an emergency transfer: \_\_\_\_\_

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

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

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

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

6. Address or phone number for contacting the victim: \_\_\_\_\_

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

8. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

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

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

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

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

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

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

## Exhibit #11

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

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

### **DHA Housing Corp., Inc. dba Ives Manor Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

#### **Emergency Transfers**

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

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S.

Department of Housing and Urban Development (HUD), the Federal agency that oversees that **HUD's**

**Multifamily Housing Program** is in compliance with VAWA.

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

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

## **Eligibility for Emergency Transfers**

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

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

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

## **Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant shall notify HP's management office and submit a written request for a transfer to **198 Main Street, Danbury, CT**. HP will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

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

## **Confidentiality**

HP will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives HP written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about HP's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

## **Emergency Transfer Timing and Availability**

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

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

## **Safety and Security of Tenants**

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

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

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

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

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