

# KINNERET I



515 S. Delaney Avenue, Orlando, Florida 32801  
Phone: 407-425-4537; FL Relay TTY: 1-800-955-8771

## TENANT SELECTION PLAN

**Kinneret I Apartments** is an affordable housing community designated to house low-income elderly families. Overlooking Lake Lucerne in a beautiful historic district near downtown Orlando, Kinneret I Apartments is a multi-story housing community consisting of 56 efficiency apartments and 112 one-bedroom apartments. All apartments are equipped with a foyer, living room, kitchen, and/or combined living room and kitchen, bathroom, and storage closets. Amenities include elevator, community room, onsite laundry facilities, free parking, and emergency call button pendant system.

The objective of this TENANT SELECTION PLAN is to consolidate relevant policies and procedures affecting the selection of tenants for housing units pursuant to applicable federal statutes and regulations. It is designed to promote fairness and uniformity in tenant selection and to promote efficiencies in the process by which applications are processed.

### PROJECT ELIGIBILITY REQUIREMENTS

Kinneret I is pleased to offer rental assistance for 164 of its 168 units through a Project-Based Voucher ("PBV") contract with the Orlando Housing Authority. Based on the eligibility requirements of the PBV contract, 164 units are restricted to households whose income does not exceed 50% of the Area Median Income ("AMI") as established annually by HUD. The remaining four units are restricted to households whose income does not exceed 80% AMI.

Kinneret I is an apartment community for households comprised of individuals 62 or older.

Applicants must meet both the age and income restrictions listed above in order to qualify for housing at Kinneret I.

Further, in order to qualify for rental assistance under the PBV program, applicants must meet the above qualifications in addition to eligibility requirements through Orlando Housing Authority.

### INCOME LIMITS

**Applicant's annual income must not exceed program income limits established by HUD annually.**

- A. To be eligible for the PBV units, the applicant's annual household income **MUST NOT** exceed the applicable *VERY LOW INCOME LIMIT (50% AMI)*.
- B. To be eligible for the non-PBV units, the applicant's annual household income **MUST NOT** exceed the maximum allowable *LOW-INCOME LIMIT (80% AMI)*.
- C. All information is subject to verification and applicant(s) must sign an Authorization for Release of Information – 9887 & 9887A.
- D. Applicant(s) must submit income and asset information for verification.

### PROCEDURES FOR ACCEPTING APPLICATIONS AND SELECTING FROM THE WAITING LIST

Kinneret I Apartments will create and permanently maintain a waiting list of interested persons. Each waiting list will be maintained in chronological order and must include the following information: (a) Date and time the applicant submitted an application; (b) Name of head of household; (c) Annual income; (d) Identification of need for accessible unit, including the need for accessible features; and (e) Unit size.

Management shall make note of all correspondence, communication and actions taken regarding any applicant in the comment section of the waiting list.

### ACKNOWLEDGING APPLICATIONS AND PREFERENCES

Pre-Application & Application requests can be made in person, by telephone, by mail or via email. All applicants who wish to be placed on the waiting list must complete a Pre-Application and submit it to the office at:

515 S. Delaney Avenue, Orlando, FL 33801  
Phone: 407-425-4537 • FL Relay TTY: 1-800-955-8771 • Fax: 407-425-7361

If the applicant requires assistance in reading, understanding or completion of the application because of a disability or limited English proficiency, he/she should contact the site office to request a reasonable accommodation.

Upon receipt of the Pre-Application, the Pre-Application will be marked with a date and time received. Applicants will be considered on a first received, first reviewed basis, based on the date that the completed and signed Pre-Application is received by the management office.

**NOTE:** Completing and submitting the Pre-Application is just the first step of the overall process—it does not entitle applicant to an offer for housing. The Pre-Application simply allows applicant to get his/her name on the Kinneret waiting list. Final determination of the applicant's eligibility will be completed at time of the in-person interview.

If an applicant(s) meets the key requirements (age and income limits) but no suitable unit is available, the applicant(s) will be placed on the waiting list according to the date and time the Pre-Application was received. Management will send the applicant(s) a letter notifying him/her of this action.

- A. **Preferences:** Assigning preferences to applicants who meet certain criteria is a method intended to provide housing opportunities to applicants based upon household circumstances. Applicants with preferences are selected from the waiting list and receive an opportunity for an available unit earlier than those who do not have a preference. Preferences affect only the order of applicants on the waiting list. They do not make anyone eligible who was not otherwise eligible, and they do not change an owner's right to adopt and enforce resident screening criteria. When a unit becomes available, selection will be made based upon the following priority of processing in the following order of preference:
1. **Priority for Existing Residents Who Require a Unit Transfer:** Residents already in-place at Kinneret I will be given preference for a vacant unit in the community over an applicant on the waiting list. See Unit Transfer for more detail.
  2. **Priority for Victims of Domestic Violence.** Applicants who are victims of domestic violence, dating violence, sexual assault, or stalking will be given preference, *provided* there are no other requests for unit transfers or applications with appropriate preference. Tenant must meet the current admissions criteria for Kinneret I. The tenant's status as a victim of domestic violence will be verified, and when such verification is complete, the applicant will be added to the waiting list with a VAWA preference.

**NOTE:** It is the policy of Kinneret I Apartments that the waiting list always remains open; the waiting list is never closed to applicants.

### **UPDATING THE WAITING LIST**

Kinneret I Apartments shall update the waiting list periodically to determine if applicants are still interested and/or eligible to remain on the waiting list. All waiting list applicants shall be informed at the time their application is submitted to notify the office in writing of any changes to information supplied in the application.

- A. An update letter will be mailed to active waiting list applicant(s). The letter shall include a self-addressed envelope to return the response to the management office. Applicant will be provided fourteen (14) days in which to respond. If the applicant replies affirmatively, his/her application will retain its position on the waiting list. If the reply is negative or if update letter is returned because the address is not current, the applicant's name will be removed from the waiting list. If no reply is received within the specified time frame (fourteen days plus a week for mail delivery), the applicant's name shall be removed from the waiting list.
- B. The waiting list update conducted by management does not relieve applicant(s) of the responsibility to notify management of a change in address or a change in other critical aspects of the application.

- C. A list of all persons on the mailing list receiving an update letter must be taken to the post office to obtain a certificate of mailing. A copy of the form letter should be attached to the certificate of mailing and filed.

### **FILLING VACANCIES**

When an applicant's name approaches the top of the Waiting List, the on-site Manager will notify the applicant *in writing* to set up an in-person interview. Accompanying the letter will be a detailed Application for Residency, which the applicant will be instructed to complete and bring with him/her to the interview. The applicant will also be instructed to bring to the interview certain financial documentation, a birth certificate, social security card, and a picture I.D. (either a driver's license or a state-issued photo I.D.).

- A. In the event an applicant does not respond to the letter, the on-site manager shall make one attempt to contact the applicant by telephone. If the applicant fails to respond within 24 hours, the Pre-Application shall be removed from the waiting list. Complete documentation regarding the attempts to contact the applicant should be attached to the Pre-Application.
- B. At time of the in-person interview, Management shall initiate the process to obtain the verifications necessary to certify the proposed household's income and assets and to determine the applicant's compliance with the tenant selection criteria set forth below.
- C. When a unit becomes available, it will be offered to households currently residing in the building based on the following priority:
- There is a verified need for an accessible unit, reasonable accommodation or medical need for a different unit;
  - Resident has requested and qualifies for a VAWA Emergency Transfer.

Residents who meet the above criteria will be ranked among themselves according to the date and time each completed transfer request is received and then selected chronologically from oldest to newest.

If no existing tenants qualify for any of the above reasons, the waiting list will be used to qualify the next wait-list applicant for housing.

- D. Upon a determination of eligibility, the applicant will be assigned a unit in accordance with the unit assignment policy.
- E. Applicant(s) will be allowed to refuse the first offer of a unit for any reason but will be advised that if he/she refuses a second offer, the applicant's name shall be removed from the waiting list. If the second refusal is due to a disability or an extenuating circumstance, however, then another offer will be made as a reasonable accommodation. Applicants who refuse a unit a second time shall be advised that they can reapply, but that their application will be treated as a new application for waiting list priorities.
- F. Notwithstanding the above, twenty percent (20%) of Kinneret I's units must be set-aside for households whose income does not exceed 50% of the area median income ("very low-income") as published by Florida Housing Finance Corporation. Therefore, persons lower on the waiting list could be offered an apartment first to satisfy this 20% regulation.
- G. To implement this preference, Kinneret I will select the first very low-income applicant on the waiting list (which may mean "skipping over" some applicants with higher incomes) for the available unit, and then select the next eligible applicant currently at the top of the waiting list (regardless of income level) for the next available unit. As subsequent units become available, Resident selection continues to alternate between the next very low-income applicant and the eligible applicant at the top of the waiting list until the 20% target is reached. **Note:** An applicant may be skipped over, but will not lose his/her place on the waiting list.
- H. For both denied and accepted applications, written documentation of the information received through the screening shall be attached to the application. All applications denied during a calendar year should be stored together.

## APPLICANT SCREENING CRITERIA

Strict standards for selecting Tenants are a key element of the policy to continue our high standards of living conditions at Kinneret I Apartments and to protect the value of the property. The following screening standards and methods will be applied to all applicant(s) and will be employed fairly and consistently in order to determine suitability for this community.

- A. **Demonstrated ability to pay rent on time.** This requirement encompasses two areas of concern.
1. Applicant must show sufficient income to pay the monthly rental expense and still have a reasonable income for payment of utilities and other living expenses. The standard utilized shall be a monthly income of two and half (2 1/2) times the monthly rental expenses. If an applicant qualifies for PBV rental assistance, this income standard is waived.
  2. Applicant must demonstrate through previous tenancies and other credit activity that they are disposed to paying rent and other bills in a timely manner. A mere inability to obtain some credit history is not grounds for rejecting an application. Negative reports on the applicant's credit are grounds for denial. Management may, however, consider extenuating circumstances regarding credit history problems; for example, credit problem dues to unforeseen medical bills.
- B. **Comments from former landlords.** At a minimum, comments should be obtained from two prior landlords if possible. By far, the best and most accurate recommendations typically come from a previous landlord where the applicant is not currently residing.
- C. **Housekeeping and cleanliness habits.** The applicant(s) demonstrates an ability and willingness to practice good housekeeping habits with no history of property damage or abuse. This information can be obtained from references from previous landlords or persons who for some reason have been able to observe the applicant's previous dwellings.
- D. **Ability to fulfill lease requirements.** All residents must be able to meet all of his/her personal needs and be able to fulfill the lease obligations with or without assistance. Kinneret I Apartments does not provide, nor has the authority to provide, any care or supervision services, does not accept or retain tenants who demonstrate any level of need for care and supervision services that cannot be provided by the tenant or aides supervised by the tenant, and does not promise to make available in the future any assistance with personal activities of daily living. Management will be happy to provide any applicant or tenant with a list of outside "providers" who deliver these services in the community.
- E. **Behavior Activity.** The applicant(s) demonstrates an ability and willingness to live peacefully with neighbors, respecting their rights to a safe and secure living environment and quiet enjoyment of the premises.
- F. **Capacity to Contract.** All members of the proposed household must have the legal capacity to enter into the lease agreement and, in fact, must be willing to sign the lease agreement. The only exception to this requirement is minors who are occupying the household with a parent or other legal guardian. Minors are not eligible for occupancy unless they are residing with a parent or legal guardian.
- G. **Illegal drugs.** All applicants shall be screened to determine whether the applicant or any household member is currently an illegal drug user of a controlled substance; has been convicted of the illegal manufacturing or distributing of a controlled substance, convicted of the illegal use of a controlled substance, engaged in other drug-related criminal activity; or has been evicted from Federally-assisted housing for drug-related criminal activity. The following criteria will be grounds for rejection of applicants:
1. Involvement by the applicant or any household member in illegal drug use or drug-related criminal activity.
  2. Eviction of any household member in the past three years from any federally assisted housing program for drug-related criminal activity.

3. Management's determination that there is reasonable cause to believe that a household member's illegal use or pattern of illegal use of drugs may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Management may make an exception for those household members whose drug-related criminal activity is for possession or use of illegal drugs and who have successfully completed a supervised drug-rehabilitation program. Third-party verification may include legal documents, or statements from health or medical professionals, law enforcement officials, landlords, and social service workers.

H. **Criminal/Sex Offender Background Checks.** All applicants, as well as all members of the household who will reside in the apartment (including Live-in Aides), shall be subject to a criminal background check including, but not limited to, a mandatory screening review of the lifetime registration list under a state's sex offender registration program. This screening shall be conducted in the State of Florida and in any other state where the applicant and members of the applicant's household are known to have resided. The sex offender background check shall be completed at move-in and at annual recertification. The following situations will constitute grounds for rejection:

1. Any conviction or adjudication other than an acquittal of a felony within the past five (5) years. An exception to this provision would be an applicant whose only felony is for possession or use of illegal drugs and who has successfully completed an approved, supervised drug rehabilitation program.
2. Applicant(s) with a felony conviction or adjudication prior to five years from the time of application may be considered for occupancy if, in management's sole judgment, the facts suggest that future criminal activity is unlikely. Some examples of this provision include:
  - I. The offense was not a crime against persons or property; or
  - II. The circumstances leading to the crime, including pattern of behavior, have changed to suggest that the person has been rehabilitated.
3. Felony or misdemeanor history relating to other criminal activity that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, or of the site's employees, contractors, or agents.
4. Any household member being subject to lifetime registration requirement under the sex offender registration program.
5. Any household member appearing on the list of known terrorists and wanted fugitives as provided by the Office of Foreign Asset Control (OFAC), federal agencies to include the FBI or other state and local law enforcement agencies.
6. If it is determined by reasonable cause that a member's abuse or pattern of abuse of alcohol will interfere with the health and safety of others. The screening standards are based on behavior, not the condition of alcoholism or alcohol abuse.

### **INTERVIEW TOPICS**

**At the applicant interview, the on-site manager shall:**

- A. Confirm and update all information provided on the application.
- B. Explain program requirements, verification procedures, and penalties for false information. The penalties include eviction, loss of assistance, fines up to \$10,000 and imprisonment for up to five years.
- C. Obtain family income and composition information and other data needed to certify eligibility and compute the tenant's share of rent.
- D. Review the financial information on the application and specifically ask the applicant whether any member of the proposed household:
  1. Receives any types of income (e.g., self-employment income, unemployment compensation, income maintenance payments)

2. Has any assets.
- E. Sign the release of information consent portion of the Authorization for Release of Information (Forms HUD 9887 & 9887-A) and any other necessary verification required. These forms are signed by all persons age 18 or over who will reside in the unit.
  - F. Obtain consent forms for verification for all household members as appropriate.
  - G. Inform the applicant of the screening requirements.
  - H. Require the head of household, spouse, and any other applicant age 18 or over to give a written certification as to whether any family member has disposed of any assets for less than fair market value during the two years preceding the effective date of the certification. The certification must include the following:
    1. A list of all assets disposed of for less than fair market value;
    2. The dates upon which the asset(s) was disposed of;
    3. The amount received for the asset(s); and
    4. The asset's market value at the time of disposition.
  - I. Require the applicant and any person who will reside in the unit to disclose and document all social security numbers.
  - J. Advise the family that HUD will compare the information families supply with information federal, state, or local agencies have on those families' income and household composition.
  - K. Inform the applicant that final decision on eligibility cannot be made until all verifications are complete.
  - L. Inform applicants that the Owner has the responsibility for taking reasonable steps to provide meaningful access to the community's programs and activities and that they will need to complete the Resident's Request for Reasonable Accommodation if they require a change in rules, policies or procedures or modification to a unit to insure their use and enjoyment of the community.
  - M. Inform all applicants about the rules on owning pets (see Pet Policy below).
  - N. Inform applicant that if documents requested are not returned in their entirety by the deadline specified, management will process the next applicant.

### **REJECTING INELIGIBLE APPLICANTS**

Rejections will be sent in writing within a seven calendar day period of the date when Management makes the ineligibility determination. This written rejection notice shall include the following:

- A. The specifically stated reason(s) for the rejection;
- B. The applicant's right to respond to the owner in writing or request a meeting within 14 days to dispute the rejection; and
- C. A note that persons with disabilities have the right to request reasonable accommodations to participate in the informal hearing process.

If the applicant(s) requests a meeting to discuss the applicant's rejection, it will be conducted by a member of the Management's staff who was not involved in the initial decision to deny admission or assistance.

- A. Within five (5) business days of the owner response or meeting, the owner will advise the applicant(s) in writing of the final decision on eligibility.
- B. All denied applications will be kept for three years along with copies of the denial letter to the applicant and any written documentation received through the screening process. At the end of the three calendar years, the applications will be discarded.

## **RACE/ETHNICITY DATA**

HUD requires Owners to gather data about the race and ethnicity of applicants and tenants. While race/ethnicity data are collected at initial application or at lease signing, such information will not be included on the property Waiting List. Managers will maintain a separate record of this data. There is no penalty for persons who do not complete form HUD 27061-H, Race and Ethnic Data Reporting Form. However, the Manager shall place a note in the tenant file stating the applicant/tenant refused to complete the form. Parents or guardians are to complete the form for children under the age of 18.

## **UNIT ASSIGNMENT/OCCUPANCY STANDARDS**

The project consists of 56 efficiency units and 112 one-bedroom units. Occupancy is limited to one person in an efficiency apartment and two persons in a one-bedroom apartment. Applicants shall be given an opportunity to select from vacant units based upon their preference. In all cases, applicants shall be offered the next available unit but shall not be required to accept a unit that is not of their preference nor will they be removed from their position on the Waiting List unless a second offer of a preferred unit is rejected.

- A. **Accessible Units:** An “accessible unit” is defined as a unit located on an accessible route and when designed, constructed, altered or adapted can be approached, entered, and used by individuals with a physical impairment. Because Kinneret I Apartments was constructed prior to implementation of the Uniform Federal Accessibility Standards (UFAS), there are no fully accessible units. However, there are some features that can be installed to make the units more accessible to persons with disabilities, such as raised commodes, levered controls, grab bars in the bathtub/shower, strobe lighting, etc. Assignment of such units shall be made in accordance with the guidelines set forth in Part B, Section 2 of the *Reasonable Accommodation Policy*. Persons moving into a unit so modified but who do not need the accessible features must enter into an agreement requiring them to relocate to the first available comparable unit if a tenant or eligible applicant requires the unit’s accessible features.
- B. **Live-in Aide.** In some cases, an elderly, near-elderly or disabled person may require a Live-in Aide to provide supportive services.
  1. A Live-in Aide means a person who:
    - I. Is determined to be essential to the care and well-being of the person(s);
    - II. Is not obligated to support the person; and
    - III. Would not be living in the unit except to provide the necessary supportive services.
  2. Verification of the need for a Live-in Aide by a medical professional is required.
  3. The Live-in Aide must complete an application and will be screened at move-in, annually and at the discretion of the management company for drug abuse and other criminal activity in accordance with management’s policies and procedures.
  4. Relatives may be considered Live-in Aides if they meet the criteria listed above.
  5. ***The Live-in Aide qualifies for occupancy only as long as the individual needing supportive services requires the aide’s services and remains a tenant.*** Live-in Aides DO NOT qualify for continued occupancy after the tenant vacates the unit or is confined to a medical facility, regardless of their relationship status. The tenant and Live-in Aide must execute a Live-in Aide Addendum that denies occupancy of the unit to a Live-in Aide after the tenant, for whatever reason, is no longer living in the unit. The lease addendum shall also give the owner the right to evict a Live-in Aide who violates any of the house rules.
  6. If the Live-in Aide changes, tenant must notify Management of the change and provide information to do a background check on the new Live-in-Aide.

## **UNIT TRANSFER POLICY**

Unit transfers are generally not permitted, and even when allowed, only in the case of dire need. Transfers are not permitted in situations where one simply requests a different type of one bedroom (corner vs. interior, for

example) or where the resident wishes to move from an efficiency unit into a one bedroom unit. A resident who rents an efficiency apartment does so with the understanding that the resident in the efficiency apartment will NOT be eligible to move to a one-bedroom apartment.

- A. Unit transfers, however, may be allowed under the following circumstances, provided residents submit the requisite documentation to substantiate their request and are in good standing with Kinneret I:
  1. Reasonable Accommodation Request. Examples of a reasonable accommodation transfer include, but are not limited to, a transfer to a unit with accessible features in Kinneret II.
  2. VAWA Emergency Request
  3. Financial Hardship. Tenants shall be permitted to transfer to a Kinneret II unit if they experience a severe reversal of finances that alters their ability to afford the current unit and need Section 8 subsidy. The tenant must, however, provide verifiable evidence of loss of income and/or assets and meet the admissions criteria for Kinneret II.
- B. Tenants requesting a transfer to another unit will be required to submit a written request for transfer. In case of a reasonable accommodation transfer, Management will encourage the resident to make the request in writing using a reasonable accommodation request form.
- C. Tenants requesting a transfer based on medical condition or need for an accessible unit must provide written evidence of medical necessity. The evidence of medical necessity must come from a qualified third party, such as a physician, licensed health professional, professional representing a social service agency, or disability agency or clinic. The evidence of medical necessity must state in at least broad terms the rationale for the medical necessity. Upon submission of such evidence, the tenant will be prioritized to the next available unit which can assist with the medical problem. The transfer process, including the approval, denial and appeal provisions, is provided in the *Reasonable Accommodation Policy*.
- D. Tenants claiming VAWA status must certify their status as a victim of a VAWA crime or as a person affiliated with a victim of a VAWA crime using one of the methods of documentation outlined in the *Carteret VAWA Policy*.
- E. Management will maintain an in-house transfer list to ensure that transfers are processed in chronological order by the date the request was received. Transfers will be processed in the following order:
  1. Reasonable accommodation
  2. VAWA Emergency Transfer
  3. Transfers based on financial hardship.
- F. Current tenants needing a unit transfer will receive priority in unit selection over new applicants.
- G. In order to maximize the use of accessible units by eligible individuals whose disability requires the accessible features of a unit, the Property will try first to make reasonable modifications to the existing unit that will enhance its accessibility, such as the installation of grab bars, lever-type handles, strobe lighting, etc. If, however, the disability requires a more fully accessible unit than can be satisfied with simple modifications to the unit, then management will place the transfer request on the in-house waiting list.
- H. Security Deposit/Pet Deposit. When a resident household transfers from one unit to another, Management will transfer their security deposit and pet deposit to the new unit. The resident will be billed for any maintenance and/or other charges due for the "old" unit, and any maintenance charges that are incurred will be due 30 days from the date of the billing, unless otherwise approved by Management.
- I. Moving costs shall be paid by tenant *except* that if a tenant household is being moved to a different unit as a reasonable accommodation to a household member's disability, then the Owner shall pay for the move unless doing so would constitute an undue financial and/or administrative burden.
- J. In all instances of unit transfer, a new lease must be executed in order to attach the transferring household to their new unit.



## **PET POLICY**

Permission to have pets must be secured from the Resident Manager **before** bringing a pet onto the premises. Any pets housed without management authorization will be considered a violation of house rules and could lead to serious consequences, including termination of the lease. All applicants will be advised of the existence of a Pet Policy at the time of their initial application and a copy of the Pet Policy will be publicly posted in the office for the applicant's review. This Pet Policy shall be explained to new tenants, and any tenant owning a pet shall be required to execute a Pet Agreement to be included as an addendum to the lease agreement. A copy of the Pet Policy will be provided to the tenant.

**Please Note:** A person with a disability may keep a service/assistance animal that is needed as a reasonable accommodation to his/her disability. Except for restrictions imposed on all tenants to maintain their units in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors, the Pet Policy does not apply to animals that reside on the premises and are used to assist persons with disabilities. The tenant is not required to pay a deposit for the service animal. The tenant must submit a request in writing (Request for Reasonable Accommodation form) to have a service animal as an accommodation for the tenant's disability. Such request will be granted under the guidelines set forth in the *Reasonable Accommodation Policy*

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

The Violence Against Women and Justice Department Reauthorization Act of 2005, as amended, protects residents who are victims of domestic violence, dating violence, sexual assault or stalking from being evicted or terminated from housing assistance based on acts of such violence against them. Management understands that, regardless of whether state or local laws protect victims of domestic violence, dating violence, sexual assault or stalking, people who have been victims of violence have certain rights under the Violence Against Women Act (VAWA). If any resident wishes to exercise the protections provided in the VAWA, he/she should contact Management immediately. The owner/agent is committed to ensuring that the Privacy Act is enforced in this and all other situations. Some key points provided in the Act include:

- A. An applicant's or program participant's status as a victim of domestic violence, dating violence, sexual assault or stalking is not a basis for denial of rental assistance OR admission if the applicant otherwise qualifies for assistance or admission.
- B. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of a lease or other "good cause" for terminating assistance, tenancy or occupancy rights of a victim of abuse.
- C. Criminal activity related to domestic violence, dating violence, sexual assault or stalking by a member of a tenant's household or guest/person under the control of tenant shall NOT be cause for termination of assistance, tenancy or occupancy rights of the victim of the criminal acts.
- D. Assistance may be terminated or a lease "bifurcated" in order to remove an offending household member from the home. Whether or not the individual is a signatory to the lease and lawful tenant, if he/she engages in a criminal act of physical violence against family members or others, he/she stands to be evicted, removed, or have his/her occupancy rights terminated. This action is taken while allowing the victim, who is a tenant or a lawful occupant, to remain.
- E. Notwithstanding VAWA, Management may terminate tenant's tenancy under the lease if it can demonstrate an "actual or imminent threat" to other tenants or those employed at or providing service to the property if the tenant's tenancy is not terminated.
- F. Residents in assisted housing who face violence may be allowed early lease termination for a matter of safety.

Kinneret I Apartments will not assume that any act is a result of abuse covered under VAWA. In order to receive

the protections outlined in VAWA, the applicant/resident must specify that he/she wishes to exercise these protections.

When Management responds to a claim of protected status under VAWA, it will request, in writing if appropriate, that an individual document the occurrence of the domestic violence, dating violence, sexual assault or stalking. The individual claiming rights under VAWA has the option to complete, sign, and submit any appropriate HUD-approved certification form, or chose a different method of documentation of the abuse to verify his/her status as a victim of domestic violence. The resident will have fourteen (14) calendar days to submit the form or provide another form of documentation. If the resident fails to provide the information requested, none of the protections afforded to the victim of domestic violence, dating violence, sexual assault or stalking by VAWA will apply. Management would therefore be free to evict, or to terminate assistance, in the circumstances authorized by otherwise applicable law and lease provisions, without regard to the provisions made by VAWA. Kinneret I Apartments, at its discretion, may provide assistance to an individual based solely upon the individual's statement or other corroborating evidence.

To learn more about the policies and procedures regarding VAWA, applicants/residents should consult the Violence Against Women Act (VAMA) Policy adopted by the project and posted in the site office.

### **PRIVACY POLICY**

It is the policy of the property to guard the privacy of individuals to ensure the protection of such individuals' records maintained by the property. Therefore, the property shall not disclose any personal information contained in its records to any person or agency unless the individual about whom such information is requested provides written consent to such disclosure (as permitted in the Authorization for Release Information Form).

This privacy policy in no way limits the property's ability to collect needed information to determine eligibility and to compute rent.

Consistent with the intent of Section 504 of the Rehabilitation Act of 1973, any information obtained on the handicapped or disability of an individual will be treated in a confidential manner.

### **SECTION 504 & FAIR HOUSING COMPLIANCE**

The property adheres to the Fair Housing Act and Federal Civil Rights Laws. The Owner will not discriminate against any person because of Race, Color, Religion, Sex, Disability, Familial Status, National Origin, Sexual Orientation, Gender Identity or Marital Status. In compliance with Section 504 regulations, the Owner will make reasonable accommodations in policies or reasonable modification of common or unit premises for all applicants/residents with special needs, including those who are physically challenged, hearing or visually-impaired, or with limited English proficiency, who require such changes to have equal access to any aspect of the application process or to the community and its programs and services. In reaching a reasonable accommodation with, or performing modifications for, otherwise qualified individuals with special needs, the property is not required to:

- A. Make alterations that require the removal or alteration of a load-bearing structural member;
- B. Provide an elevator for achieving accessibility;
- C. Provide support services that are not already part of its housing programs;
- D. Take action that would result in a fundamental alteration of the nature of the program's service;
- E. Take any action that would result in an undue financial administrative burden for the property.

To learn more about the policies and procedures regarding reasonable accommodations under the Fair Housing Act, applicants/residents should consult the Reasonable Accommodation Policy adopted by the project and posted in the site office. Appointments for an application or for reasonable accommodations, including materials in alternate formats, may be made by contacting the site office.

Applicants who believe they have been discriminated against or treated unfairly or who dispute a decision made by Management in the application process may file a complaint in accordance with the property's Section 504 Grievance Procedure.

An applicant or resident may, at any time, exercise his/her right to appeal a decision or file a complaint through the HUD-FHEO office at:

40 Marietta Street, Atlanta, GA 30303

•Telephone: 1-800-440-8091 • Facsimile: 1-404-331-1021 • TTY: 1-404-730-2654



Persons with disabilities or limited English proficiency may request a reasonable accommodation to assist them with the Grievance/Appeal Process.

### **SMOKE-FREE COMMUNITY**

Kinneret Apartments is a smoke-free community. The purpose of this policy is to protect the health and safety of our residents and property. It is a violation of the Community Rules for any resident, guest, visitor, contractor and/or staff persons to smoke, carry, inhale or exhale lighted cigarettes, pipes, cigars, e-cigarettes or any other tobacco product anywhere inside the building or outside on the campus, except in designated smoking areas. Violations of the smoke-free policy can result in eviction as a violation of the Community Rules.

### **UPDATING THE TENANT SELECTION PLAN**

Kinneret I Apartments reserves the right to amend this Tenant Selection Plan from time to time when it is reasonably necessary to ensure that it accurately reflects current operating practices, program priorities, and HUD requirements.