

GRIGGS FARM TENANT SELECTION POLICY

OVERALL SELECTION PLAN

Griggs Farm has 70 low income rental units: 36 - one bedroom, 30 - two bedrooms, 2 - one bedrooms with handicapped access, and 2 - three bedroom townhouses.

All units are filled from an active waiting list. Applicants must be income qualified households whose total gross annual income falls between 30 and 60 percent of the area median income, as established by HUD. Griggs Farm is not subsidized or federally assisted, however rental assistance is accepted. No applicant will be rejected on the basis of sex, color, religion, familial status, race, national origin, handicap or disability. The selection criteria will be affirmatively applied to sustain the overall selection plan.

GENERAL INFORMATION AND ELIGIBILITY

To be eligible to become a resident at Griggs Farm, all applicants must fill out an application, get on the waiting list and meet HUD's income guidelines. Section 8 vouchers are also accepted for tenancy. Griggs Farm is not federally funded or subsidized.

To be eligible to become a resident at Griggs Farm, all applicants must meet the following criteria:

1. **Income:** Income guidelines (minimum and maximum) are published annually by HUD. Based on the household size, applicant's income must be in the designated income range. The total household income from all sources – employment, Social Security, pension, unemployment, alimony, stocks, bonds, interest, trust, etc. must not exceed the maximum for the household size. Income eligibility must be determined prior to approving applicants for tenancy.
2. **Rent:** The applicant must agree to pay the rental amount established. Rent is calculated as 30% of a tenants' gross annual household income, minus an approved amount for a utility allowance.
3. **Family size:** Units will be occupied based on two persons per bedroom.

In order to maximize the use of available housing, management will strive for occupancy of two persons per bedroom. Valid exceptions to this policy are:

Husband and wife, or co-tenants, who cannot sleep together for medical reasons for which a doctor's statement is required.

A handicapped or elderly adult requiring a live-in assistant. Any live-in aide must meet the same eligibility criteria as an applicant *prior* to being

added to the household. However, the final decision is at the discretion of the tenant.

If a family, based on the number of members, would qualify for more than one unit size, the owner must allow the family to choose which size unit they prefer.

Compliance with applicable Princeton Township regulations at the time, regarding assignment of a unit size.

4. **Social Security Numbers.** The applicant must disclose the Social Security numbers of all household members and provide proof of the numbers provided. If a household member does not have a Social Security number, the applicant must sign a letter to that fact and explain why. *Item #10 under Application, Waiting List and Interview Process further details the SSN policy.*
5. **Credit Check:** Once an applicant's name is at the top of the list and a unit becomes available, the applicant is contacted and must authorize a credit check to begin the application process. The Social Security numbers provided are inputted to gather a full credit, criminal and background check. Please see "Applicant Credit Check Requirements" for details.
6. **Primary family residence:** The unit must be the household's only residence. Housing will not be provided to households who will maintain another residence in addition to the affordable unit.
7. **Verification:** All information reported by the household is subject to verification.
8. **Citizenship/immigration status:** Only U.S. citizens or eligible non-citizens may apply for housing.
9. **Interview:** All applicants must be available to come in for an interview and complete and sign all relevant documents. *Interviews are conducted after passing the credit check.*

APPLICATION, WAITING LIST AND INTERVIEW PROCESS

Every applicant wishing to live at Griggs Farm must file a preliminary application to be placed on the waiting list. No applicant will be denied a preliminary application. Applicant may pick up an application at the Griggs Farm office, obtain it online or request that an application be mailed to them.

Once received, all applications are recorded, filed and date stamped. Applicants placed on the waiting list will be notified in writing when a unit becomes available. All applicants are required to report to the management office any change of address, telephone numbers or other information that may affect eligibility. If an applicant cannot

be reached or does not respond to a notification letter, the applicant will be removed from the waiting list.

NOTE: Being placed on the waiting list does not guarantee occupancy of a unit. The applicant can be subsequently rejected for failing one or more of the tenant screening criteria, and/or the eligibility criteria.

An eligibility interview will be required of each applicant after they have cleared the credit check. Griggs Farm will verify all income information and determine if the applicant is legally capable of entering a lease agreement. At the interview, the applicant will submit information and allow Management to check references including, but not limited to, credit references from former landlords and to verify employment.

Management reserves the right to reject applicants for admission if it is determined that the applicant or any member of the household falls within any one or more of the following categories:

1. An unsatisfactory credit check for one or more applicants in the household. Please see "Applicant Credit Check Requirements" for details.
2. Willful or serious misrepresentation in the application procedure or certification process for any government assisted dwelling unit.
3. Previous history of eviction, non-payment of rent or habitual late payment of rent, and/or negative landlord, credit or personal references. Poor landlord references which would be indicated when a previous landlord shows the applicant to have been a source of conflict with management and/or other residents and destructive to his/her unit or other public areas.
4. In violation of previous lease agreements. Evidence of any failure to comply with the terms of rental agreements at prior residences, such as failure to recertify as required, providing shelter to unauthorized persons, keeping unauthorized pets, or other acts in violation of rules and regulations.
5. History of landlord/tenant disputes that result in legal action.
6. Documented instances of behavior or conduct which adversely affects the safety or welfare of other persons by physical violence, gross negligence or irresponsibility which damages the equipment or premises in which the family resides; or which is disturbing or dangerous to neighbors or disrupts sound family and community life.
7. Creating any health or safety hazard through acts of neglect, and/or causing or permitting any damage to, or misuse of premises and equipment; causing or permitting infestation, foul odors or other problems injurious to other persons' health, welfare or enjoyment of the premises; disposing garbage improperly; failing to reasonably and properly use all utilities, facilities, services, appliances

and equipment within the dwelling unit, or failing to maintain them in a clean condition; or any other conduct or neglect which could result in health or safety problems or damage to the premises.

8. Applicants who owe a balance to present or prior landlords will not be considered for admission until the account is paid in full and reasonable assurance is obtained that the contributing causes for nonpayment of rent or damages have changed sufficiently to enable the family to pay rent and other charges when due.
9. A personal interview that concludes:

Incapacity to enter into a legal contract.

Any indication that the applicant cannot adequately sustain decent levels of habitability or control of dependents so as to adversely affect the property or other residents.

Any indication that applicant or any other household member would be a threat to the safety and well-being of the property and/or other residents or that the applicant will be unable to comply with the terms of the lease agreement.

10. If there is missing SSN documentation for any household member when the household reaches the top of the waiting list and a unit is available, then the household will be skipped, in order to admit the next eligible household. The skipped applicant household may keep its position on the waiting list for 90 days from the date they are first offered a unit, to allow them time to provide acceptable SSN documentation. After 90 days, if any household member has not provided SSN documentation, the household will be determined as ineligible and will be removed from the waiting list.

Management has established a policy to reject all applications where the applicant or any household member has engaged in certain criminal activity. Therefore, Management will also reject:

1. Any household member that has been evicted from federally-assisted housing for drug-related criminal activity, for three years from the date of eviction. If the evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program or circumstances leading to the eviction no longer exist, the Management may, but is not required to, admit the household.
2. Any household member that is currently engaging in illegal drug use.
3. Management 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 for other residents. (Examples of evidence of illegal activities may include a conviction record, former landlord references, etc.).
4. Any member of the household is subject to a lifetime registration requirement under a state sex offender registration program. During the

admissions screening process, Management will perform the necessary criminal history background checks in the state where the housing is located and in other states where the household members are known to have resided.

5. Management determines that there is reasonable cause to believe that a household member's abuse or pattern of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Upon completion of the application, any applicant who is denied a unit will be notified promptly in writing and given the reason for that denial. The notice will advise the applicant that he/she may, within 60 calendar days of receipt of the denial, obtain a free credit report. Applicants may also appeal the decision in writing to the Manager at Griggs Farm, who will review the appeal and all information submitted and render a decision within 14 days.

Policies and rules not covered by the State laws, Federal laws or by Princeton Township, which govern the availability and the assignment of units that have been created to best serve those living at Griggs Farm and those wishing to live there. Therefore, the following guidelines apply:

1. All units designed for handicapped tenants will only be offered to individuals on the waiting list with this designation noted on their application. If there are no such individuals on the list, in which case, the units can be offered to a non-handicapped individual.
2. Applicants who are offered and reject two units in the property will be removed from the waiting list. After six months, such applicants may reapply and will be placed on current waiting list based on date of receipt of application.

Applicant Credit Check Requirements

Credit checks:

1. Applicants may be rejected for a poor credit history but cannot be rejected for lack of a credit history.
2. Previous landlords may be contacted to determine if the applicant paid rent on time and/or left the property with any unpaid balances.
3. OneSite will be used to provide a credit evaluation for each applicant household. No cost will be charged to the applicant.

Applicants may be rejected if any of the following credit information is verified for any member of the applicant family:

1. Applicant has had a bankruptcy within the last 5 years
2. Applicant has more than \$5000 in outstanding debt
3. Applicant has had a foreclosure in the last 6 months
4. Applicant currently has any outstanding landlord or utility collections
5. Applicant currently has more than 3 collections outstanding, regardless of type

6. Applicant has had more than one previous non-payment procedure in housing court during the past 3 (three) years. Exemptions for mitigating circumstances may be considered and may include medical expenses collections and/or if applicant has proof of repayment of debt. Proof must be a statement of satisfaction from creditor, court, or other legal proof.

Rental History

1. If any household member was a previous resident at this property, the tenant file will be checked. If there is documentation that the tenant was repeatedly notified of rules violations or lease violations, or if the household left the property owing overpaid HUD assistance, unpaid rent or damages, the application will be rejected.
2. Previous landlords may be contacted to ask for comments regarding the applicant's rental history. Acceptable topics of discussion include but are not limited to: cooperation with recertification processes, compliance with the lease and house rules, rent payment, and housekeeping.
3. An applicant household will be rejected if any member of the household has left another HUD-assisted property owing overpaid HUD assistance, unpaid rent or damages.
4. An application will be rejected if the household has been evicted from a previous residence or has a history of lease violations within the past 3 (three) years.
5. This property will reject a household in which any member is currently engaged in illegal use of drugs or which shows a pattern of illegal drug use that may interfere with the health, safety, and right to peaceful enjoyment of the property by other residents.
6. The property will reject a household in which any member shows a pattern of alcohol abuse that may interfere with the health, safety, and right to peaceful enjoyment of the property by other residents. The screening standards must be based on behavior, not the condition of alcoholism or alcohol abuse.

Removal of Applications from the Waiting List:

The property will not remove an applicant's name from the Waiting List unless:

1. The applicant requests that his/her name be removed.
2. The applicant was clearly told, in writing, of the requirement to advise the property of his/her continued interest in housing by a particular time, and failed to do so, even after being provided with reasonable accommodations in the event of handicap or disability.
3. The property attempted to contact the applicant in writing, but the letter was returned by the U.S. Postal Service as undeliverable.
4. The property has notified the applicant, in writing, of its intention to remove the applicant's name because the applicant no longer qualifies for low income housing.

5. The applicant refused two offers of units for other than a medically-related reason.
6. The applicant accepted an offer of a unit but failed to move in on time, without notice.
7. The applicant household needs a different size unit due to a household composition change, and the property has no units of that size.
8. The applicant household failed to provide SSN documentation for any non-exempt household member after the expiration of the provided grace period.

PETS

Per the Lease, Griggs Farm allows cats and dogs in the units and there is a monthly charge for pets. A request to house a pet may be denied, if there is documented proof of negative rental history due to a pet related issue. All residents must abide by the Rules and Regulations relating to pets.

UNIT TRANSFER POLICY

The decision to allow unit transfers will be at the sole discretion of management. The following criteria will be followed when a transfer policy is in effect. Management reserves the right to discontinue or alter these transfer policies should it be in the best interest of the property as determined by management.

After move-in, a tenant may be transferred to another unit in the development if one of the following conditions exists:

- A. The household provides verification that a different size unit or location is required for medical reasons.
- B. The current unit becomes overcrowded or under-utilized due to a change in the family composition. An overcrowded unit has more than two people per bedroom.
- C. Rent has been paid, on time, at least six consecutive months prior to the request for transfer.

A household meeting the criteria in A, B, and C above can request a unit transfer by completing a "Request for Transfer of Unit" form. Once the household has completed this form, and the need for transfer has been verified by management, the household will be placed on a transfer list based on the date of request. At time of transfer, the tenant is required to pay any additional security deposit for the new unit and complete a new lease. The new security deposit will be equivalent to one and a half month's rent.

Vacant units will first be offered to existing Griggs Farm tenants based on the above criteria, in the order noted, before contacting the next eligible applicant on the waiting list. *Generally, vacant units will be occupied by tenants from the internal transfer list prior to selecting applicants from the waiting list. However, should excessive transfers result in high turnover expenses and vacancies, management may select from the regular waiting list.*

Under no circumstances is a family to be approved for a transfer if they are under eviction, have unacceptable housekeeping, or have a balance due (to include, but not limited to: rent, late charges, pet fees, damages, bounced check charges, or other charges in addition to rent that are referenced in the Lease and Rules/Regulations).

If a unit is offered to a household on the transfer list and it is determined that the household has a balance due, the household will be given five (5) calendar days to pay the balance. If the balance is not paid within five (5) days the unit will be offered to the next household on the list.

A household on the transfer list who is refused a transfer because of a balance due will retain their place on the waiting list until the second transfer is offered. If the household cannot pay the balance due at the second offer of transfer, the household will lose its place on the transfer list and move to the bottom of the list.

When a household transfers to another unit, the entire household will vacate the old unit. Every possible attempt should be made to process unit transfers at the beginning of the month in order to eliminate prorated rent. Requests to move individual household members into other units are NOT to be considered unit transfers. These individuals must fill out an application and be placed on the regular waiting list.

EVICTIION POLICY

Landlord may terminate the Lease/tenancy for any lawful reason or good cause. A general right of re-entry is reserved for violation of any Lease provision. In addition, Tenant acknowledges and agrees that the following are reasonable Lease terms for which the Landlord reserves a right of re-entry and the violation of which shall be grounds for eviction.

- A. Material non-compliance with the terms of the Lease including, but not limited to: non-payment of rent, including additional rent and surcharges, beyond any grace period available under State law; failure to reimburse Landlord within thirty (30) days for repairs made under paragraph 14 of the Lease; repeated late payment of rent; permitting unauthorized persons to live in the unit; serious or repeated damage to the unit or common areas; creation of physical hazards; serious or repeated interference with the rights of other tenants; allowing liens to be placed against the property; making unauthorized alteration to the unit; refusing inspections/access per paragraphs 20 and 26 of the Lease; failure to meet recertification requirements; and giving Landlord false information regarding income or other factors considered in determining Tenant's rent, surcharges and eligibility for a unit;
- B. Tenant actions which endanger the health, safety or welfare of other tenants residing in the development;

- C. Tenant's material failure to carry out obligations under applicable State statutes, Agency regulations, directives, policies, procedures, or guidelines and local laws and ordinances;
- D. Tenant's failure to maintain the unit in a habitable condition;
- E. Tenant is not able to maintain the unit in a habitable condition because of his/her physical needs and, in addition, the Tenant fails to make suitable arrangements for someone to aid him/her in maintaining the premises in a habitable condition or in caring for his/her physical needs;
- F. Holding over beyond the term without agreeing to a new Lease, including Tenant's refusal to accept a reasonable change to this Lease;
- G. Material violations of the Development's rules and regulations;
- H. Foreclosure or similar proceedings against the Landlord, in which the party foreclosing requires the vacating of the units and the same is granted by a court of law or equity.

1/6/2012