

# Ernestine Tenant Selection Plan

It is the policy of management to protect the privacy of individuals as required by the Federal Privacy Act of 1974 and applicable federal regulations and to keep confidential such as individuals' verification records maintained by the property.

This information may be released to appropriate federal, state and local agencies when relevant, and to civil, criminal, or regulatory investigators and prosecutors. However, the information will not be otherwise disclosed or released unless the individual gives written authorization to do so.

This privacy policy in no way limits management's ability to collect such information as it may need to determine eligibility, compute rent, or determine an applicant's suitability for tenancy.

Information obtained on handicap or disability that is designated as confidential by the Rehabilitation Act of 1973 will be treated in a confidential manner.

**Project Eligibility Requirements**

Ernestine is a 187-unit property designed to provide housing to all households who meet the eligibility and screening requirements.

To apply for housing program units, applicants must be qualified under the income limits established by the appropriate state and/or local agencies for the size and type of unit available. Being eligible, however, is not an entitlement to housing. In addition, every applicant must meet the tenant selection criteria. The tenant selection criteria are used to demonstrate the applicant’s suitability, either alone or with tenant-based assistance, to comply with the rules governing tenancy. The applicant will be judged on current and past behavior and practices related to tenancy and not on any attribute or behavior which may be imputed to a particular group or category of persons of which an applicant may be a member. Applicants must also qualify in accordance with the following eligibility criteria:

Source	Units	Rent Restriction	Income Restriction	Term of Restriction after 1 <sup>st</sup> unit is available for occupancy
HTC	81	60% MTSP	60% MTSP	30 years
HTC	61	50% MTSP	50% MTSP	30 years
HTC/Project-Based Vouchers (PBV)	27	30% MTSP	30% MTSP	30 years
HTC/PBV/PWD	13	30% MTSP	30% MTSP	30 years
HTC/Housing Support LTH/HPH	5	30% MTSP	30% MTSP	30 years

**Student Households**

Under IRS Section 42 Regulations, most households where all the members are full-time students are not eligible and units occupied by these households may not be counted as tax credit eligible units. IRS Code Section 151(c)(4) defines a “student” as an individual, who was enrolled in school any days in a month for in five (5) months during the calendar year in which the taxable year of the taxpayer begins, is a full-time student at an educational organization described in IRC Sec 170(b)(1)(A)(ii). Treas. Reg. Section 1.51-3(b) further provides that five calendar months need not be consecutive.

The determination of student status as full or part-time is based on the criteria used by the educational institution the student is attending. Applicants must provide their past, present, and upcoming class registration upon request.

An education organization, as defined by IRC Sec. 170(b)(1)(A)(ii) is one that normally maintains a regular faculty and curriculum, and normally has an enrolled body of pupils or students in attendance at the place where its educational activities are regularly carried on. The term “educational organization” includes elementary schools, junior and senior high schools, colleges, universities, and



technical, trade and mechanical schools, it does not include on-the-job-training courses.

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

1. All students are married and entitled to file a joint taxreturn.
2. The household consists of single parent(s) with children and such parents and children are not dependents of another individual. Please note that IRS has clarified that in the case of a single parent with children the legislative history explains that none of the residents (parent or children) can be a dependent of a third party.
3. At least one member of the household receives assistance under Title IV of the Social Security Act (formerly Aid to Families with Dependent Children (AFDC), now known as Temporary Assistance for Needy Families (TANF).
4. At least one member of the household participates in a job-training program receiving assistance under the Job Training Partnership Act (JTPA) or other similar federal, state, or local laws.
5. Household consists of at least one student who was previously under county/state foster care.

At no time during tenancy can a household be comprised of full-time students without meeting an exemption listed above.

To properly document student eligibility, all households must complete an Annual Student Certification as part of the initial certification and at each recertification and provide class transcript(s) showing the number of classes/credits registered in. Acceptable documentation of student status may require past, current, and future class registration and tuition statement for current and upcoming calendar year. This includes if the student graduated during the year the household is moving in.

### **Physically Handicapped/Disabled Applicants**

For units accessible to or adaptable for persons with mobility, visual or hearing impairments and meet the HUD definition of disability, households containing at least one person with such impairment will have priority, as applicable for a particular unit's features.

Ernestine may lease these units to families who do not need the special features when no current resident or no one on the interest list need such a unit.

Ernestine has a lease provision that requires the family to transfer to another suitable unit when someone can document the need for the special features of the unit.

### **Preferences**

Aside from any limitations related to funding or otherwise mentioned in the Community Preference Policy, the owner and operator of Ernestine does not at this time have any preference system to determine the order in which applicants are selected from the waiting list aside from chronological order of application, as well as suitability and eligibility for units requiring disability accommodations, as described in the section above.

### **Community Preference Policy**



In compliance with Ernestine’s funding through the City of Minneapolis’ Affordable Housing Trust Fund program, Ernestine operates a Community Preference Policy (CPP), which requires that 50% of Ernestine’s units, aside from PBV and coordinated entry units, must be given preference to renters who currently reside in neighborhoods highlighted in the CPP. This totals 71 units that must be leased according to the CPP. Residents of the following neighborhoods receive preference for the CPP units:

Audubon Park, Bancroft, Beltrami, Bottineau, Bryant, Camden Industrial, Central, Cleveland, Columbia Park, Corcoran, East Phillips, Folwell, Harrison, Hawthorne, Holland, Humboldt Industrial, Jordan, Lind-Bohanon, Logan Park, Marshall Terrace, McKinley, Midtown Phillips, Near-North, Northeast Park, Phillips West, Powderhorn Park, Regina, Sheridan, Shingle Creek, Standish, Sumner-Glenwood, Ventura Village, Victory, Waite Park, Webber-Camden, Whittier, Willard Hay & Windom Park

Applicants for the CPP units will prove their eligibility by signing an eligibility affidavit, and must meet all other criteria of this Tenant Selection Plan.

Management will create a Preference Advertising Period, where Management will collect rental applications for 10 business days after the subject property is listed on the HousingLink website prior to commencing contact with applicants who are not preference-eligible. During the Preference Advertising Period, Management will sort rental applications by applicants claiming preference eligibility and those not. Preference-eligible renters will be placed at the front of any waiting list or processing list until the applicable units are leased. If there are more preference-eligible renters than applicable units, remaining preference-eligible renters will be placed back in their original place in the overall lease up waiting list. If there are fewer preference-eligible renters than applicable units, property owners should continue to prioritize any applications received claiming preference after the initial 10-day period, to the extent practicable, but may otherwise continue regular lease-up.

**Applicant Screening Criteria**

It is Ernestine policy to accept and process applications following Federal Fair Housing Regulations. Wellington Management does not discriminate against any person based on race, color, religion, sex, national origin, handicap status, familial status, or any other state or locally protected classifications. To be considered for approval, all adults must fully complete a rental application.

Ernestine requires a separate screening application for each adult (age 18 and older by move in date) who will be occupying a unit. There is a non-refundable fee for rental application processing based on property requirements per application. Applicants are encouraged to read these policies to determine if they will qualify for occupancy before paying the non-refundable application fee.

Every application must be completed in its entirety, with or without assistance, and signed and dated by the head of the household and co-head(s), and all household members 18 years and older, if applicable. All members of the household shall be listed on the application form. Staff will assist any applicant who might have trouble completing the application form. This assistance might take the form of answering questions about the application, helping applicants who might have literacy, vision, or language problems and, in general, making it possible for interested parties to apply for housing. Applications that are incomplete and/or have not been signed and dated as required will not be



processed. Any omissions, errors, or falsifications may result in denial of an application or terminate the right to rent the apartment

Communications with applicants will be by email if they have provided an email address, can be by both phone and text, and finally may be sent by first class mail. Failure to respond to communications may result in withdrawal of an application from further processing. Management may make exceptions to the procedures described herein to take into account circumstances beyond the applicant's control; i.e., medical emergencies. If failure to respond is due to disability reasonable accommodation will be made by management, upon request by the applicant.

The management will be the final judge of what constitutes adequate and credible documentation. If there is any doubt about the truthfulness or reliability of information received, alternative methods will be pursued until the management is satisfied that the documentation obtained is the best available.

All applications are subject to approval through both an outside screening agency along with guidelines set by the applicable housing programs. Approval and denial are based on a review of the criteria found of the following pages. Applicants are given the opportunity to read and review the Tenant Selection Criteria prior to paying an application fee and applying for a unit at Ernestine.

**Occupancy Standards**

Floor Plan	Minimum Household Members	Maximum Household Members
Studios:	1	2
One Bedroom Units:	1	3
Two Bedroom Units:	2	4
Three Bedroom Units:	3	6

The table above shows the minimum and maximum unit occupancy for each of Ernestine's different floor plans. Ernestine has established reasonable occupancy standards that will assist as many people as possible while remaining in compliance with HUD and City of Minneapolis regulations and requirements. Ernestine has established a limit of two tenants per bedroom per unit, with the exception of a one bedroom, which may have up to three household members.

Ernestine complies with all federal, state and local health and safety restrictions regarding the maximum number of persons permitted to occupy a unit. In the absence of such restriction, overcrowding is deemed to occur when the total number of persons in the unit exceeds the maximum number of persons permitted by law to occupy a bedroom.

**Housing History**

Positive references mean a history of prompt payment, proper notice given, satisfactory housekeeping standards, whether a former landlord would rent or lend to the applicant again, no lease violations and no other problems at a former home. Any applicant with an eviction or unlawful detainer action will not be accepted.

Two years (24 months) of housing history must be provided. This includes non-rental history such as



living with family or friends, living outside of the United States, or other situations. Applicants will not be denied because they are first time renters or because a former landlord does not respond to requests for references.

### **Credit and Rental History**

A complete credit history from a credit bureau is required. Credit score is not used in determination of acceptance. Applications may be denied where any applicant has a poor history of paying debts in a timely manner. Outstanding debt to a utility or property management company, a former or current landlord or a bankruptcy filed in within 36 months of application will result in denial.

In the event that Management obtains its own credit report of applicant because applicant is unable to do so, and Management declines the application due to information it gains from the report, Management will supply the credit report to applicant.

Evictions that were dismissed or resulted in judgement for the applicant, settled with no judgement or had a writ of recovery more than one year prior to application, and/or have a judgement that was entered more than three years before application will not be denied solely on that basis.

### **Criminal Background**

Landlord considers the nature, severity, and recency of applicants' convictions in considering whether to rely on an applicant's criminal background to deny his/her application. Landlord does not reject applications based on arrests or dismissed criminal charges. Landlord may deny applicants who are the subjects of open charges until those charges are dismissed. Unless the applicant has been charged as an adult or is subject to "extended jurisdiction juvenile" prosecution or some similar status such that the adjudication is a public record, juvenile adjudications are not considered convictions and are not a basis to reject an application. Landlord will not reject an application based on the existence of an expungement/expunged conviction. If an expunged conviction appears on a record, the expunged conviction will not form the basis to deny the application if the applicant provides the court order or executive-agency direction or decision resulting in the expungement.

An applicant will not be rejected for any of the following reasons:

1. Any arrest in an inactive case that did not result in conviction;
2. Participation in or completion of a diversion or a deferral of judgment program, including stays of adjudication and continuances for dismissal or without prosecution;
3. Any conviction that has been vacated or expunged, or for which the applicant received a stay of imposition of sentencing and complied with the terms of the stay;
4. Any conviction for a crime that is no longer illegal in the state of Minnesota;
5. Any conviction or any other determination or adjudication in the juvenile justice system;
6. Any convictions for petty misdemeanors, prostitution, alcohol related crimes, or low- level property crimes (theft);



7. Any conviction for misdemeanor offenses for which the dates of sentencing are older than two (2) years;
8. Any criminal conviction for felony offenses for which the dates of sentencing are older than seven (7) years; however, a landlord may deny an applicant who has been convicted of the illegal manufacture or distribution of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802) or for those same offenses that mandate denial of tenancy in federally assisted housing subject to federal regulations, including but not limited to, when any member of the household is subject to a lifetime sex offender registration requirement under a state sex offender registration program.
9. Any criminal conviction for the following felony offenses for which the dates of sentencing are older than ten (10) years: first-degree assault (Minnesota Statutes Section 609.221), first-degree arson (Minnesota Statutes Section 609.561), aggravated robbery (Minnesota Statutes Section 609.245), first-degree murder (Minnesota Statutes Section 609.185), second-degree murder (Minnesota Statutes Section 609.19), third-degree murder (Minnesota Statutes Section 609.195), first-degree manslaughter (Minnesota Statutes Section 609.20, subd. 1, 2, and 5), kidnapping (Minnesota Statutes Section 609.25, subd. 2(2)), or first-degree criminal sexual conduct (Minnesota Statutes Section 609.342, subd. 1(b) and (g)).

### Minimum Income

A household's income must be equal or greater than 2.5 times the household's rent portion for the unit. Each household is responsible to provide Management with verification of income, student status, and assets for all household members, including minors. Examples of acceptable documents for verification are based on income type and may include, but are not limited to:

- Employment: A minimum of six recent, consecutive paychecks (if paid bi-weekly/semi-monthly) or nine recent, consecutive paychecks (if paid weekly).
  - If new employment, an offer letter on company letterhead, signed and dated by Human Resources (or above position), along with all paychecks received prior to move in. Acceptance is conditional until paychecks are received.
  - Self-employment: Last two years of federal tax return, both pages of 1040, Schedule 1, and Schedule C, signed and dated by all adults, even if electronically filed
- If new business, a completed monthly profit and loss statement with proof of income received and receipts for expenses.
- Public Assistance: A recent benefit letter showing cash assistance received.
- Unemployment: A payment history printout showing twelve months of payments received.
- Child Support, Alimony, or Other Contributions: Documentation of payments received, or no payments received, for the past twelve months.
- Social Security, SSI, and Other Monthly Disability or Retirement Benefits: A current dated proof of income letter (within 120 days of move in date).

Households with tenant based rental assistance, including housing choice vouchers are required to have income that is 2.5 times the household portion of rent. Households receiving rental assistance will not be denied or discriminated against based on receiving assistance.

### **Maximum Income Limits**

An applicant's household gross income (before any deductions) must be less than the maximum income amount for the unit based on household members. Household members cannot quit employment, reduce hours, or change other income just to qualify. Household members with income cannot be removed from a household's application after a household has been denied.

Upon verification of income by Ernestine, applicants will be notified of the unit level 30%, 50%, 60%, 80% they qualify for.

### **Project-Based Voucher**

Project-Based Voucher applicants will be for households with rental assistance through the City of Minneapolis.

### **People with Disabilities**

For people with disabilities (PWD) applicants, the Service Provider will determine, verify and provide documentation of disability eligibility to the Management Agent. Potential residents of PWD units will undergo a two-stage screening process: prospective residents will be referred through the County waiting list, then evaluated by County to determine and provide evidence that they meet at least one of the five targeted populations for Units for People with Disabilities and other eligibility criteria, and then referred to the Service Provider to complete the application process for the thirteen (13) PWD units. Once a unit becomes available, the Service Provider will provide notice to the County and then, the County will work through their waiting list from the beginning identifying those individuals that self-identified as disabled or currently receiving Social Security Income. The County will work with the potential applicant to complete written verification that the household meets one of the five targeted populations for Units for People with Disabilities. Upon receipt of written documentation and verification of other occupancy eligibility, the County will refer this potential applicant to the Service Provider. The Service Provider will work with the applicant to complete the application while coordinating with the County and Management Company. Management Company will determine if the applicant meets the HUD income eligibility and also run a criminal, and limited housing check. Coordination of this process will be outlined in the Tenant Selection Plan. Management Company and Service Provider will meet and jointly decide if the applicant meets the tenant selection criteria adopted for the Property. While all parties will respect and seek input from each other, Management Company will make the final determination.

### **Housing Support and High Priority Homeless (HPH) Criteria**

Ernestine works to reduce barriers to housing using Housing First principles in resident screening policies for High Priority Homeless Units. The following changes to these specific criteria areas will be used regarding applicants for HPH units:

- Applicants shall not be screened out based exclusively on housing history. This includes



eviction history, references from previous landlords and others, as well as money owed to previous landlords or money owed for utilities unless the tenant will be responsible for utilities for the unit and is not able to resolve the issue to set up an account. A recent egregious activity in housing *may* be considered as a reason for rejection. This includes extremely disruptive behavior to peaceable enjoyment or abusive treatment of other tenants or staff.

- Applicants shall not be screened out based on credit history or credit score.
- An income to rent ratio is not required. Ernestine will review the applicant's income to determine that they have adequate income to pay their portion of the rent if they do not have rental assistance.

### Supplemental Information

Applicants can provide written additional information and documents with a completed application to explain, justify, or negate the relevance of potentially negative information that may be revealed by screening and that the applicant believes to be relevant to the applicant's predicted performance as a tenant.

Ernestine will review this information and consider all circumstances related to applicant's history before making a final determination of acceptance or denial of applicant. The review will consider:

1. The nature and severity of the incidents;
2. The number and type of the incidents;
3. The time that has elapsed since the date the incidents occurred;
4. The age of the individual at the time the incidents occurred; and
5. The extent to which the applicant has taken all reasonable steps to prevent or mitigate any negative history.

### Denied Applicants

Applications will be denied if:

- The household's characteristics are not appropriate for the size or type of units that are available; or
- The household's annual gross income is greater than the applicable income limit established by Minnesota Housing Authority.
- Management determines that the applicant and/or household member(s) do not meet the tenant selection criteria or the criteria under which the property was developed.
- Household comprised of all full-time students that does not meet any of the exemptions previously listed.

If the management denies an application, Ernestine will notify the applicant, in writing, within 14 days of the denial, and explain in the notice: the reasons for the rejection, the outside screening agency's contact information, and the right of the resident to contract the screening agency to open a dispute, and to receive a free copy of the report used to make the determination.

Applications denied for not meeting housing program requirements (i.e. the household exceeds income limits or non-qualified student household) will be eligible to reapply in ninety (90) days only if

required documentation of change of income and/or student status is provided at the time of reapplication, and if a qualified unit is available.

Households cancelled for being incomplete due to applicant failing to provide required verification documents after management contact will be eligible to complete their application only when all required documentation for the whole household is provided within 120 days of initial application date, and if a qualified unit is available.

Changes in income, household members, or student status within the first six (6) months of occupancy that result in a household being not qualified will result in immediate lease termination for the entire household.

### **Appeals Process**

Denial appeal requests must be made:

1. in writing,
2. received by email, fax, mail, or dropped off at the property within seven days of the adverse action, and
3. must at the time provide and included all information and supporting documents of mitigating circumstances or information that would demonstrate their ability to be a successful tenant.

A written final application determination result will be provided within seven business days of receipt.

### **Approval of Application**

Ernestine will notify you once your application is accepted. Management will notify you by email if you have provided an email address, then by both phone and text, and finally by first class mail. Failure to respond to communications may result in the withdrawal of an application from further processing. Management may make exceptions to the procedures described herein to take into account circumstances beyond the applicant's control; i.e., medical emergencies. If failure to respond is due to disability reasonable accommodation will be made by management, upon request by the applicant.

Once your screening result is accepted or conditionally accepted, \$500.00 of the full security deposit will be automatically collected as an initial holding deposit to reserve your unit until you move in. The remaining deposit, as applicable, is due prior to move in.

A security deposit equal to one month's rent will be required prior to commencement of the lease. If this amount is burdensome, you may elect to enter into a payment plan for a gradual accumulation equal to one month's rent, less fees. The assumed duration of the gradual payment will be three months, if not otherwise agreed to. Ernestine will accept deposits from individuals and entities other than the applicant, including but not limited to municipal support, foundations, and other NGOs.

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

**All application fees submitted during the application process are non-refundable. Additionally, the holding deposit is non-refundable should the applicant forfeit the rental during the earnest period and the start of the lease agreement.** The earnest period is defined as the timeframe between submitting the application and the start of the lease agreement. Should the application be denied, the security deposit will be returned and postmarked within seven days of the denial. The \$500.00 holding deposit will be applied to the one month's rent security deposit amount owed.

The holding deposit becomes part of the unit full security deposit due on or before move in. The full security deposit is one month's rent.

### **Renter's Insurance Requirement**

All residents of Ernestine are required to carry personal property/liability insurance, commonly known as a HO-4 policy. A base allowance for this is included in the gross rent calculation, if applicable. Applicants who have not provided a binder of insurance on the date of move in will be automatically enrolled the property's master policy and billed monthly.

### **In-House Transfers**

Existing residents will be considered for a unit transfer after the following has occurred:

- An increase in family composition,
- A decrease in family composition, and/or
- Circumstances necessitate a larger unit for reasons related to a reasonable accommodation

If no appropriately sized unit is available, the household will be placed on an in-house transfer list in accordance with the date the family met the transfer eligibility criteria. Residents must be in good standing, without a late payment history or lease violations in the past twelve (12) months to be eligible for the unit transfer list.

The Property Manager will send unit transfer requests to the individual in charge of compliance management for review of program requirements, including available unit and vacant unit rules. Then the request will be sent to the Regional Manager for review of resident payment history, lease violations, and to ensure resident is in good standing prior to final approval.

### **Eviction Policy**

On the 4th of the month, if a resident has a balance on their accounts, they are delivered a 14-day notice. The notice will include the name of all adult residents, the full address of the unit, a breakdown of the amount of rent, late fees, utilities, and any other charges owed. The name and address of the person authorized to receive rent and fees on behalf of the landlord will be included. The notice will indicate that Resident should call 211 to see if Residents are eligible for financial assistance. Resident may also access resources for legal and financial assistance through information posted on the city's website: <https://www2.minneapolismn.gov/resident-services/property-housing/renters/renter-resources/>.

The notice will state if Resident fails to pay the amounts due within 14 days of the date of this notice an eviction will be filed against Resident. Otherwise, Resident may choose to vacate the property by the posted deadline to avoid Management filing an eviction action. If Agra is a Covered Property under the CARES Act and Management brings an eviction action against Resident, Resident will not be forced to vacate, and Management will not request a writ of recovery until at least 30 days after the date of an eviction notice.

Eviction will be an action of last resort after other methods of resolution have been attempted or addressed.

### **Administration of the Waiting List**

It is the policy of Ernestine to administer a Waiting List for the MPHA Voucher Units.

Ernestine will accept and maintain waiting lists by unit size. Each applicant will be assigned their appropriate place on the waiting list based on the date and time the household's application qualifies based on this Tenant Selection Criteria including occupancy standards.

Management may, at its discretion, restrict taking applications, suspend taking applications, and close waiting lists in whole or part. Decisions about closing the list will be based on the number of applications available for a particular size and type of unit and the ability of management to house an applicant in an appropriate unit within a reasonable period.

Generally, if the length of the list is such that an applicant would not likely be admitted for the next twelve (12) months, management may advise the applicant that no additional applications are being accepted for that reason.

During the time that list is closed, management will not maintain a list of individuals who wish to be notified when the list is reopened. Opening and closing of waiting lists will be advertised with guidance taken from the Affirmative Fair Housing Marketing Plan.

It is Management's policy to update its interest list every six months. This process is completed by mailing a letter to each application on the list. This letter requests updated information as well as the applicant's willingness to remain on the list. Applicants are given fourteen calendar days to respond. Lack of response to the letter will be cause for removing applicant's name from the list. Returned mail due to lack of current contact information will be cause for removal of applicant's name from the list.

Applicants who have a change in mailing address, household members, student status of any household member, and/or income must update their application in writing within 30 days of the change. Failure to update their application is cause for removal from the waiting list.

Management will also update the list by removing the names of those who no longer qualify for housing.

Suitable vacancies shall be offered to applicants first in sequence on the waiting list. Applicants should be notified as far in advance as possible that they can expect to receive an offer of a unit.

As soon as a notice to vacate is received, management staff will immediately contact the first several applicants on the interest list. The initial contact will be by mailed offer letter; stating the availability of the unit. Followed by an email and a phone call. If the applicant does not respond within seven calendar days of the date on the letter, the next person on the list will move to the top of the list.

Should the applicant have a hardship or mitigating circumstance, such as they are currently in a lease, they can be moved to the bottom of the waiting list if they do not accept a unit when they reach the top of the list. Once they reach to top of the list a second time, the applicant shall be given a second offer of a suitable vacancy as soon as one becomes available. Should the applicant reject the second offer, regardless of the amount of time between offers or the reason, the applicant's name shall be removed from all waiting lists and the household must wait for the wait list to re-open to apply again.

Applicants who are on the wait list for more than one unit size will be removed from all other wait lists once they move into a unit.

Unit transfers reasons are addressed on page seven of the Tenant Selection Plan. Units will be given on a rotating basis, for each unit size to two external applicants, then one in house transfer, then two external applicants, and continuing in that rotation.

### **Adult Children**

Adult children cannot be added to households after initial occupancy.

### **Unit Vacancy**

Units cannot be vacated for more than 29 days. If residents will be out of a unit for more than 29 days, without a Reasonable Accommodation, they must complete a notice to vacate.

### **Live-In Aide**

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

- reside(s) with an elderly, handicapped or disabled person or person(s);
- who is determined to be essential to the care and well-being of the resident;
- is not obligated for the support of the resident; and
- would not be living in the unit except to provide the necessary supportive services.

The policy for Live-in Aides stipulates that:

- Prior to a live-in moving into a unit, a third-party verification must be obtained indicating the need for such care and the fact that the person cared for will be able to comply with the lease terms as the result of such care;
- A live-in aide must complete a screening application, pay the application fee, and meet the selection criteria and criminal history requirements.
- Move-in of a live-in aide will not result in overcrowding.
- The live-in aide is not listed on the lease and has no right to the unit as a remaining member of the resident's household, and will be denied continued occupancy after the resident, for whatever reason, is no longer living in the unit. Relatives who meet the definition and quality as a live-in aide

must understand that all rights to the unit are relinquished as the remaining member of the resident's household.

- The income of a live-in aide is not used in determining the household's income or calculating the resident's
- rent and/or housing assistance payments; and,
- A live-in aide who violates the house rules will jeopardize the resident's housing.

### **Policies to comply with Section 504, the Fair Housing Act, and local laws and statutes**

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination based on disability in any program or activity receiving federal assistance.

The Fair Housing Act prohibits discrimination in housing and housing-related transactions based on race, color, religion, sex, national origin, disability, and familial status. It applies to housing, regardless of the presence of federal financial assistance.

The Minnesota Human Rights Act additionally prohibits discrimination in housing based on marital status, age (St. Paul), sexual or affectional orientation, gender identity, creed, receipt of public assistance, and ancestry (Minneapolis and St. Paul)

Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color or national origin in any program or activity receiving federal financial assistance.

The Final Rule published as "Equal Access to Housing in HUD Programs-Regardless of Sexual Orientation or Gender Identity" ensures that HUD's core housing programs are open to all eligible persons regardless of sexual orientation, gender identity or marital status. The Age Discrimination Act of 1975 prohibits age discrimination in any program or activity receiving Federal financial assistance. In addition, owners/management agents must comply with local fair housing and civil rights laws.

Regarding the Omnibus Budget Reconciliation Act of 1993, Ernestine will not refuse to rent to a prospective resident based solely on the fact that the applicant holds a Section 8 rental voucher.

The Fair Housing Act and Section 504 of the Rehabilitation Act of 1973 require property owners to consider requests for "reasonable accommodations" from applicants and residents with disabilities.

### **Reasonable Accommodation Requests**

Applicants/Residents are responsible for requesting a reasonable accommodation, if needed. This request does not have to be in writing should the applicant/resident not be able to provide the written request. Management will confirm in writing to ensure the request is understood.

Applicants/Residents are required to give permission needed for management to verify they meet the HUD definition of disability related to housing and that the request is a direct result of that disability. This permission should be provided within five (5) days of Management's request.



Upon obtaining all necessary verifications which confirm the need for the reasonable accommodation, the Property Manager will forward to the Compliance Director the following documents:

- Reasonable Accommodation Request
- Reasonable Accommodation Verification – completed by a third party when necessary
- Recommended Action
- Estimate of Cost to accommodate the request, if applicable

Upon receipt of information provided and application of the law, the Compliance Director and Regional Manager will review and respond to requests within five (5) business days.

If the request is approved, resident/applicant will be informed in writing of this approval and how the property will accommodate the request. Management will notify resident of this approval as quickly as possible. If the accommodation involves alteration to the resident's unit, the Property Manager will work with the resident to schedule these modifications, and will complete them within a reasonable amount of time.

If management denies a modification request because the request poses an undue financial burden on the property, management will permit the resident or applicant to make the modifications to the unit or common area at his or her own expense.

Permission will be contingent upon the resident agreeing to restore the premises to its previous condition (ordinary wear and tear excepted) unless the modification benefits the property or is needed by another resident or applicant.

Permission will be contingent upon a specific description of the work, documentation it will be done by licensed and insured professional, and the resident securing all necessary building permits.

Any work performed or modifications of the unit will be managed and paid for by the management staff or its agents. Tenant will be charged the cost of all modifications subsequent to completion of the work.

Where it is necessary to ensure that funds will be available to pay for restorations at the end of the lease, the resident will be required to pay into an interest-bearing account, over a reasonable period, a reasonable amount of money not to exceed the cost of the restorations. The interest on such an account will accrue to the benefit of the resident.

### **Affirmative Fair Housing Marketing Plan**

The Affirmative Fair Housing Marketing Plan (AFHMP) will be reviewed annually.

### **Conflict of Interest**

Ernestine prohibits occupancy by all persons related to: (i) the project owner, (ii) a principal of the project owner,



(iii) the architect, or (iv) any attorney and anyone of the foregoing's employees, directors, officers or agents.

### **Policy for the Violence Against Women Act (VAWA)**

VAWA protects qualified individuals and family members of individuals who are victims of domestic violence, dating violence, sexual assault, or stalking (collectively "domestic violence") from being denied admission to housing, evicted from housing, or terminated from housing assistance based on acts of such domestic violence against them.

Management will provide notice to assisted residents of their rights and obligations under VAWA.

Management may not consider incidents of domestic violence 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.

Management may not consider criminal activity constituting domestic violence, engaged in by a member of resident's household or any guest or other person under the resident's control, cause for termination of assistance, tenancy, or occupancy rights if the resident or an immediate member of the resident's family is the victim or threatened victim of that domestic violence.

Management may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of domestic violence and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD5382, or other documentation as noted on the certification form, must be completed, and submitted within 14 business days, or an agreed-upon extension date, to receive protection under the VAWA. Failure to provide this certification or other supporting documentation within the specified timeframe may result in lease termination or eviction.

The identity of the victim and all information provided to O/As relating to the incident(s) of domestic violence must be retained in confidence by the O/A and must neither be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is:

- requested or consented to by the individual in writing;
- required for use in an eviction proceeding or termination of assistance; or
- otherwise required by applicable law.

The HUD-approved certification form provides notice to the resident of the confidentiality of the form and the limits thereof. Retention of information: Management will retain all documentation relating to an individual's domestic violence, dating violence, or stalking in a separate file that is kept in a separate secure location from other resident files.



ERNESTINE TENANT SELECTION PLAN

I've had the opportunity to read and review the Tenant Selection Plan prior to paying an application fee and applying for an apartment. By signing below, I agree that all members of my household meet the Tenant Selection Criteria for Ernestine.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

Attachments: HUD 5380 and HUD 5382



**Ernestine****Notice of Occupancy Rights under the Violence Against Women Act****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. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that Section 811 PRA program 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 Section 811 PRA, 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 Section 811 PRA, 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 Section 811 PRA 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**

Management may bifurcate (divide) 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 Management chooses to remove the abuser or perpetrator, Management 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, Management 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, Management must follow Federal, State, and local eviction procedures. In order to divide a lease, Management may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

### **Moving to Another Unit**

Upon your request, Management 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, Management 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.

Management 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.

Management's emergency transfer plan provides further information on emergency transfers, and Management 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**

Management 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 Management must be in writing, and Management 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. Management 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 Management as documentation. It is your choice which of the following to submit if Management 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 Management 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 Management has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, Management does not have to provide you with the protections contained in this notice.

If Management 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), Management has 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, Management does not have to provide you with the protections contained in this notice.

### **Confidentiality**

Management 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.

Management must not allow any individual administering assistance or other services on behalf of Management (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.

Management must not enter your information into any shared database or disclose your information to any other entity or individual. Management, however, may disclose the information provided if:

- You give written permission to Management to release the information on a time limited basis.
- Management 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 Management or your landlord to release the information.

VAWA does not limit Management'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, Management 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 Management 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 Management can demonstrate the above, Management 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 the HUD Minneapolis Field Office, located at 212 Third Avenue South, Suite 150. Minneapolis, MN, 55401, reachable by phone at (612) 370-3000.

### **For Additional Information**

You may view a copy of HUD's final VAWA rule at

<https://www.federalregister.gov/documents/2023/01/04/2022-28073/the-violence-against-women-act-reauthorization-act-of-2022-overview-of-applicability-to-hud-programs>

Additionally, Management must make a copy of HUD's VAWA regulations available to you if you ask to see them.

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).

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 RAINN-National network for victims of Rape, Abuse and Incest; 1-800- 656-4673

Victims of stalking seeking help may contact RAINN-National network for victims of Rape, Abuse and Incest; 1-800-656-4673

Attachment: Certification form HUD-5382

**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.

**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.

