

HOME Program

Rental

Compliance Manual



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EQUAL HOUSING
OPPORTUNITY

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PREFACE

This manual is a training and reference guide for the administration of the HOME Rental Program. It is intended to answer questions regarding the procedures, rules, and regulations that govern HOME properties. The manual should be used in conjunction with, and as a supplement to 24 CFR Part 92. If a determination is made that any provision of this manual is in conflict with 24 CFR Part 92, 24 CFR Part 92 will govern.

This manual may be superseded by changes in the Section 8 program and technical revisions in the HOME Program without notice.

This manual can be accessed at SDHDA website at: www.sdhda.org

The HUD HOME website is:

<http://www.hud.gov/offices/cpd/affordablehousing/programs/home/index.cfm>

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INTRODUCTION

Properties that have been developed using HOME funds are subject to specific rules designed to ensure that they remain affordable to low and very low income households throughout their affordability period. This manual is designed to assist owners and agents to plan and maintain compliance with the HOME and Regulatory requirements associated with the utilization of HOME funds.

It is the responsibility of the South Dakota Housing Development Authority (SDHDA) to monitor the continuing compliance of all units that have received HOME funds in accordance with HUD regulations contained in 24 CFR Part 92. It is also SDHDA's responsibility to ensure that project owners retain the housing units as affordable to low and very low-income persons throughout the period of affordability. The following procedures apply to all rental properties which have received funds under the HOME program. Any violation of the requirements of the HOME program could result in accelerating the repayment of funds received under the HOME program.

HOME Rental Program Objective

This Program provides loans to developers or owners for the construction, rehabilitation, or acquisition and rehabilitation of affordable rental housing.

COMPLIANCE REQUIREMENTS

HOME funded units are rent and income controlled for varying lengths of time depending upon the average amount of HOME funds invested per unit. Rent limits and income targeting requirements must be maintained during the period of affordability. Owners will be required to keep the property in compliance with HOME guidelines for the minimum of years specified below.

Period of Affordability

| Rental Housing Activity | Minimum Years |
|--|----------------------|
| Rehabilitation or acquisition of existing housing per unit amount of HOME funds: Under \$15,000 | 5 |
| \$15,000 to \$40,000 Per Unit | 10 |
| Over \$40,000 or rehabilitation involving refinancing | 15 |
| New construction or acquisition of newly constructed housing | 20 |

Owners should refer to the Declaration of Land Use Restrictive Covenants Agreement with SDHDA to determine specific terms and conditions which may govern their project.

Income Targeting Requirements

HOME program requirements with respect to the occupancy and affordability of the units apply both initially and over an extended period of time.

INITIALLY, rental housing will qualify as affordable if:

1. At least 20 percent of the HOME assisted rental units are occupied by families with annual gross incomes that are 50 percent or below the area median income. Rents for these units must be at or below the Low HOME rents.
2. At least 70 percent of the remaining HOME assisted rental units are occupied by families with annual gross incomes that are 60 percent or below the area median income. Rents for these units must be at or below the High HOME rents.
3. The remainder of the HOME assisted rental units are occupied by families with annual gross incomes that are 80 percent or less of the area median income. Rents must be at or below the High HOME rents.

SUBSEQUENT TO INITIAL OCCUPANCY, at least 20 percent of the HOME rental units must continue to be occupied by families with annual gross incomes at or below 50 percent of the area median income. Rents must be at or below the Low HOME rent. Those properties consisting of less than five HOME assisted units may be exempt from the 20 percent project rule.

The remaining 80 percent of the HOME rental units must be occupied by families with annual gross incomes at or below 80 percent of the area median income. Rents on these units must be at or below the High HOME rent.

HOME Program Income Limits based on family size are published annually by HUD. When HUD publishes the new income limits, SDHDA issues a memo and posts the new amounts and their effective date on the SDHDA website.

HOME units may be “fixed” or “floating” and are designated on a development-by-development basis.

Fixed Units – HOME designated units are identified by unit number and never change.

Floating Units – HOME designated units may change over time as long as the total number of HOME units in the property remains constant and matches the bedroom size as stated in the development’s Declaration of Land Use Restrictive Covenants during the period of affordability. If there are fewer HOME units rented than the number allocated to the property, vacant units must be designated as HOME units and rented to an eligible household at either the Low or High

HOME Rent, as applicable. If the approved number of HOME units are occupied by eligible households that are paying the appropriate HOME rent, then vacant units can be rented at a pre-approved market rent.

Rents

Every HOME-assisted unit is subject to maximum allowable rents based on bedroom size and Fair Market Rent (FMR) for the county in which the development is located. These maximum rents are referred to as the HOME Rents. There are two HOME Rents established for developments. Both the High and Low Home Rents represent the maximum that tenants can pay for rent and utilities combined and can not exceed the FMR.

HUD publishes FMR's specific to the HOME Program on an annual basis. SDHDA issues a memo to owners/agents and posts on the SDHDA website when the new FMR's are released for the HOME Program. In the event Fair Market Rents decrease for an area, the owner may be required to reduce rents, but will not be required to lower rents below those in effect at the time of project commitment.

The owner may request a 2% rent increase one year from the date the project was placed in service and annually thereafter. When the owner requests a rent increase, the owner must submit along with the request to SDHDA, an updated utility cost analysis of tenant paid utilities. Actual utility use/cost per unit from the utilities provider or a current utility allowance schedule from the local Public Housing Authorities that administer the Section 8 Voucher Program may be used. Whichever source that the owner initially used to determine the tenant utility allowance, the same must continue to be used throughout the affordability period. Upon SDHDA approval of a rent increase, tenants must be given at least thirty (30) days written notice before implementation. Note that in accordance with the HOME lease agreement, rents may not be adjusted during the initial year of the lease.

Occasionally, due to an unavoidable increase in expenses to the development, a budget-based rent increase may be requested in order to maintain the viability of the development. In this case, the owner may submit a request to SDHDA for a budget-based rent increase accompanied with supporting documentation. Such request may, or may not, be approved at the sole discretion of SDHDA.

Owner Responsibilities

Project records must be maintained by the owner for a minimum of five years beyond the project's required period of affordability. Tenant records, including income verifications, development rents, and unit inspections must be retained for the most recent five year period, until five years after the affordability period terminates.

Tenant leases must be on file, specifying a term of at least one year, unless by mutual consent, the owner and tenant agree to a lesser term. Leases must not contain any of the prohibited lease terms as stated in Section 92.253 of the Final HOME rule, and any non-renewal or termination of

leases must be within the accepted reasons for non-renewal or termination as stated in Section 18 of the SDHDA approved HOME Program Lease, page 58.

The owner/agent must comply with HOME requirements on evictions. The owner/agent must follow eviction procedures set forth in the State Civil Code and any local ordinances. There must be a written notice that gives a tenant 30 days to vacate his or her unit.

Under HOME, tenancy may be terminated only for:

- Serious or repeated violation of the terms & conditions of the lease;
- Violation of applicable federal, state, or local law;
- Completion of the tenancy period for transitional housing; or
- Other good cause.

All rent increases and utility allowances must have prior approval from SDHDA. Utility allowances must be reviewed and documented by the owner on an annual basis.

The owner must verify tenant eligibility at move-in and at least annually thereafter. Tenants must certify to their anticipated income, family size, and composition. Third party income verifications or other forms of documentation must be obtained by the owner and kept on file.

The owner must assure that any family whose income increases above the HOME income eligibility guidelines pays not less than 30 percent of their **adjusted** monthly income for rent or the owner may charge market rent. The unit must be marketed to eligible tenants when vacated. Those projects with Housing Tax Credits need not adjust rent to 30 percent of the family's income, if doing so would put the project out of compliance with the Tax Credit program. Under this scenario, the family may only be charged rent equal to or less than the maximum allowable Tax Credit rent.

The owner must keep all units in compliance with HUD Housing Quality Standards and other pertinent building codes to assure the units are decent, safe, and sanitary at all times.

The owner must adopt a written tenant selection plan for each HOME development and submit a copy to SDHDA for the development file, page 8.

Families receiving rental assistance, including Section 8 subsidy, must not be refused tenancy in a HOME assisted unit based on the rental assistance.

A separate security deposit account must be set-up for each HOME development.

The owner must maintain listings of all tenants residing in each unit at the time of application through the end of the compliance period and submit annual reports to SDHDA.

For rental properties built prior to 1978, the owner must assure that all tenants sign a Lead-Based Paint Notification, page 26.

Owners must make deposits into a separate Replacement Reserve Account as specified in the Regulatory Agreement. Disbursements of funds from this account are restricted for the specific purpose to cover the costs of non-routine repairs and replacements, such as roofs, appliances, and other capital improvements. Activity in this account must be recorded and available for SDHDA review.

Property insurance and tax escrow accounts must be maintained and notices paid when due as required by the Regulatory Agreement.

The owner must adhere to Equal Opportunity, Affirmative Marketing, and Fair Housing practices in all marketing efforts, eligibility determinations, and other transactions. The Equal Housing Opportunity logo or statement (*We do business in accordance with the Federal Fair Housing Law. It is illegal to discriminate against any person because of race, color, religion, sex, handicap, familial status, or national origin.*) must be used in all advertising of vacant units. The logo can be downloaded at <http://www.hud.gov/library/bookshelf11/hudgraphics/fheologo.cfm>

Affirmative Marketing

The owner of rental properties that contain five or more HOME-assisted units, regardless of the specific activity the HOME funds financed (e.g., acquisition, rehabilitation, and/or new construction) must develop and adopt affirmative marketing procedures. Owners must solicit applications for vacant units from persons in the housing market least likely to apply without special outreach efforts. These procedures must be in writing and consist of actions that provide information and otherwise attract eligible persons to available housing without regard to race, color, national origin, sex, religion, familial status (persons with children under 18 years of age, including pregnant women), or disability. The affirmative marketing requirements also apply to properties targeted to persons with special needs.

A file must be maintained with all marketing efforts related to the property including newspaper ads, social service contacts, photos of signs posted, etc. Records will be reviewed during on-site monitoring to ensure that all efforts are in compliance with federal requirements and are being adequately documented. Each year, the owner must submit a written narrative of the affirmative marketing efforts taken to market the development. The narrative must be submitted with the development annual reports due in March.

COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS (CHDOs)

CHDOs Responsibilities

All program requirements are the same for CHDO projects as for other HOME programs. In addition, CHDOs must assure that they continue to meet all pertinent guidelines specific to CHDOs.

SDHDA Responsibilities

SDHDA will monitor CHDOs to see that they continue to meet applicable CHDO requirements, more specifically, but not limited to, 501(c)3 or 501(c)4 status, Board Membership composition, and purposes of the Organization.

GENERAL OCCUPANCY GUIDELINES

Qualifications of Applicants

Applicants for low income, rent-restricted units shall be advised early in their initial visit to the property that there are maximum income limits which apply to these units. They shall also be made aware that the anticipated income of all persons expecting to occupy the unit must be verified and included on a HOME Tenant Questionnaire prior to occupancy, and that their financial status will be reviewed annually. It shall also be explained that if the tenant's household income goes above the income limits, they may continue to reside in the unit; but the rent will be equal to the lesser of 30% of the family's **adjusted** gross income or market rent. Tenants whose income exceeds the limits must not be permitted to move to any other low-income unit.

The Questionnaire

A fully completed Questionnaire is critical to an accurate determination of eligibility. The information furnished on the Questionnaire should be used as a tool to determine all sources of anticipated income and assets. SDHDA requires the use of the Home Tenant Questionnaire, page 30. It is recommended that roommates, other than the immediate family, complete separate Questionnaires.

After the household completes the HOME Tenant Questionnaire, the owner must have all income and assets certified either by a third party or by obtaining proof of income documentation. The Questionnaire, income verification, and lease are to be executed prior to move-in. All occupants in a low-income unit must be certified and have a valid lease on file. All tenants age 18 and over must sign the lease agreement.

Prior to each anniversary date of the tenant's move-in, a subsequent Questionnaire must be completed and all residents' anticipated income re-verified. This must be done to determine if the unit is still occupied by an eligible household. The owner/agent should begin the recertification process by obtaining verifications up to 120 days in advance of the initial lease anniversary date.

A unit does not lose its status as a low-income unit solely because of an increase in the household's income. Once a unit qualifies as a low-income unit it continues to qualify as such until the tenant's income exceeds the HOME applicable income limit. Even then, the unit

remains a low-income unit as long as the tenant pays 30% of **adjusted** income towards rent and continues to occupy the same unit. The unit must be marketed to eligible tenants when vacated.

Change in Household Composition

In the event the tenant in a HOME assisted unit later wishes to have an additional person move into the unit, the following steps must be taken:

1. The prospective tenant must complete a HOME Tenant Questionnaire and allow for verification of income and assets as required of the initial tenant; and
2. The prospective tenant's income must be added to the current tenant's previously certified income and a determination made as to whether the household is still within the HOME income guidelines. If the anticipated household income exceeds the guidelines, the household must pay 30% of their **adjusted** income for rent or market rent, whichever is less.

The lease must include the legal name(s) of the parties to the agreement and all other occupants, a description of the unit to be rented, the term of the lease, the rental amount, the use of the premises, and the rights and obligations of the parties.

The lease shall also inform the tenant that fraudulent statements are grounds for eviction and that the tenant could become subject to penalties available under Federal Law.

The tenant file shall be documented when any household member vacates the unit. Should existing tenant(s) wish to transfer to a different low-income unit, the tenant(s) must be treated exactly as prospective tenants in a new move-in. Therefore, all application, verification and certification procedures must be completed for the transferring tenant(s) as of the transfer date.

House Rules

Developing a set of house rules is a good practice. The decision about whether to develop house rules for a property rests solely with the owner, and HUD's review or approval is not required. House rules are listed in the lease as an attachment and must be attached to the lease. By identifying allowable and prohibited activities in housing units and common areas, owners provide a structure for treating tenants equitably and for making sure that tenants treat each other with consideration. House rules are also beneficial in keeping the properties safe and clean and making them more appealing and livable for the tenants. They are also extremely beneficial if it becomes necessary to evict a tenant for inappropriate behavior. For more information on House Rules, refer to Chapter 6-9 of the HUD 4350.3 REV 1, Change 2 Handbook.

Number of Persons Per Unit

There is no Federal Regulation governing the number of persons allowed to occupy a unit based on size. There may be local ordinances regarding unit occupancy. It is important, though, to be

consistent when accepting or rejecting applications. It is recommended that the owner determine the minimum and maximum number of people that will be allowed to occupy each size unit and put that formula in writing as part of the **tenant selection plan**. The owner may refer to the HUD 4350.3 REV 1, Change 2 Handbook, Chapter 3-23, regarding occupancy standards. By following the standards described, owners can ensure that applicants and tenants are housed in appropriately sized units in a fair and consistent manner as prescribed by law.

There is no regulation governing the number of persons allowed to occupy a unit based on size. It is important, though, to be consistent when accepting or rejecting applications. It is recommended that the owner determine the minimum and maximum number of people that will be allowed to occupy each size unit and put that formula in writing as part of the management plan.

To determine the appropriate unit size for a household, owners may consider:

- all full-time members of the household;
- children who are away at school but live with the family during school recesses;
- children who are subject to a joint custody agreement but live in the unit at least 50% of the time;
- an unborn child or children in process of being adopted;
- foster children; and
- live-in attendants.

Some commonly accepted occupancy standards are:

- a maximum of two persons may occupy a bedroom;
- unrelated adults and persons of the opposite sex (other than spouses) may occupy separate bedrooms;
- children of the same sex may share a bedroom; and
- children should not share a bedroom with parents.

These principles would result in the following standards:

| <u>Unit Size</u> | <u>Minimum No. of persons in Household</u> | <u>Maximum No. of persons in Household</u> |
|------------------|--|--|
| 0 BR | 1 | 1 |
| 1 BR | 1 | 2 |
| 2 BR | 2 | 4 |
| 3 BR | 4 | 6 |
| 4 BR | 6 | 8 |

Tenant Selection Plan

Owners must develop a formal written policy that clearly states the procedures and criteria the owner will consistently apply in drawing applicants from the waiting list, screening for

suitability for tenancy, and implementing income targeting requirements. The Tenant Selection Plan must include whether or not there is an elderly restriction or preference in the admission of tenants, citing supporting documentation to ensure nondiscrimination in the selection of tenants. Owners may refer to the HUD 4350.3 REV 1, Change 2 Handbook, Chapter 4, on developing a tenant selection plan. The owner must submit a copy of the Plan to SDHDA.

INCOME VERIFICATION REQUIREMENTS

At initial occupancy, owner/agents must determine whether prospective tenants of HOME-assisted units qualify as low-income households. Income eligibility is based on anticipated income as defined at 24 CFR 5.609. When collecting income verification documentation, owner/agents must consider any likely changes in income. Owners/agents must follow appropriate steps in determining whether tenants are eligible prior to admittance.

The steps are provided below:

1. Determine household size.
2. Calculate annual income through the use of third-party verifications
3. Determine that annual income does not exceed income limits
4. Certify to Tenants Qualification

Annual Income

Family income for households living in HOME-funded developments shall be determined in a manner consistent with Section 8 of the U.S. Housing Act of 1937. HUD 4350.3 REV 1, Change 2 Handbook, Chapter 5, provides clarification of income and assets as defined at 24 CFR 5.609 and is summarized below.

A determination of annual income must include all of the types of income listed below in the amount **anticipated** to be received by all adult members (18 years of age and older) of the household in the 12 months following certification. However, the head of household and spouse may never be considered minors. All annual income (as defined in this section) of the head of household and spouse must be counted as income regardless of their age.

Annual Income Includes:

1. The gross amount (before payroll deductions) of wages and salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services of all members of the household, ages 18 and over. (Includes income received from a family-owned business);
2. Net income, salaries, and other amounts distributed from a business;

3. The gross amount (before deductions for Medicare, etc.) of periodic Social Security payments. (Includes payments received by adults on behalf of minors or by minors for their own support);
4. Annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts;
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. Any payments that are anticipated during the next 12 months must be included;
6. Welfare assistance;
7. Alimony and child support. Child Support must be counted as income unless the applicant certifies that payments are not being received **and** has made reasonable effort to collect the amounts due, including filing with courts and/or South Dakota Office of Child Support Enforcement. Due diligence by management to verify alimony and support payments includes obtaining copies of court documents, third party verifications, and notarized statements regarding amounts awarded and being collected;
8. Interest, dividends, and other income from assets (including income distributed from trust funds). On deeds of trust or mortgages, only the interest portion of the monthly payments received by the applicant is included;
9. Amount by which education grants, scholarships, or Veteran's Administration benefits are intended as a subsistence allowance to cover rent, utility costs, and board of a student living away from home. (No part of a student loan or Title IV scholarship can be included as annual income);
10. Recurring monetary contributions or gifts regularly received from persons not living in the unit. (Excludes rent or utility payments regularly paid on behalf of the family by a government agency);
11. Lump-sum payments received because of delays in processing unemployment, welfare, or other benefits, excluding Social Security and SSI.

Annual Income Excludes:

1. Employment income of members of the household, (including foster children) that are under 18. Head of household and spouse may never be considered minors. (Unearned income such as Social Security payments on behalf of minors must be included as income);
2. Meals on wheels or other programs that provide food for the needy; groceries provided by persons living in the household;

3. Income associated with persons that are living in the unit but are not regular household members, such as payments received for care of foster children or income of live-in attendants;

(A live-in attendant is defined as a person who lives with an elderly, disabled, or handicapped individual and is essential to that individual's care and well-being, is not obligated for the individual's support and would not be living in the unit except to provide the support services);

4. The principal portion of payments received on mortgages or deeds of trust;
5. Scholarships or veteran benefits used for tuition, fees, books or equipment, or student loans, regardless of how they are spent;
6. Lump-sum additions to family assets such as inheritances, cash from sale of assets, one-time lottery winnings, insurance settlements under health and accident insurance and workmen's compensation, settlement for personal or property losses;
7. Nonrecurring or sporadic gifts;
8. Annual rent credits or rebates paid to senior citizens by government agencies;
9. Hostile fire pay to a family member in the military;
10. Payments received under HUD-funded Comprehensive Improvement Assistance Program;
11. Payments received under Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, and Foster Grandparents Program);
12. The value of the allotment made under Food Stamp Act of 1977;
13. Payments, rebates or credits received under Federal Low-Income Home Energy Assistance Programs (LIHEAP);
14. Payments received under programs funded in whole or in part under the Workforce Investment Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, State job training programs, career intern programs);
15. Scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs Student assistance programs, or veteran's benefits that are made available to cover the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses. Examples include Pell Grants, Supplemental Opportunity Grants, State Student Incentive Grants, College work-study, and Byrd Scholarships;

16. Payments received under Title V of the Older American Act (Green Thumb, Senior Aides, Older American Community Service Employment Program);
17. Lump-sum payments received because of delays in processing Social Security or SSI;
18. Earned income tax credit refund payments received on or after January 1, 1991; or
19. Child care assistance received under the Child Care and Development Block Grant Act of 1990.

All regular anticipated income sources, including asset income, must be verified. Income verification forms may be used for obtaining third party written verification and will be reviewed by SDHDA staff during an on-site review.

Written verification of income directly from the source (third-party verification) or supporting documentation of income must be obtained. When using third-party verification:

- * Applicants must be asked to sign two copies of each verification form. The second copy may be used if the first request has not been returned in a timely manner.
- * Income verification requests must be sent directly to and from the source, **not** through the tenant. It is suggested that a self-addressed, stamped envelope be included with the request for verification.
- * When written verification is not possible prior to move-in, direct contact with the source will be acceptable to the SDHDA but must be followed up by written verification. The conversation must be documented in the applicant's file to include all the information that would be included in a written verification. The name and title of the contact, the name of the management representative accepting the information and the date must be included. Document Viewed or Telephone Information Received Form, page 34, may be used for documentation of a direct contact.
- * Management shall give the applicant the opportunity to explain any significant differences between the amounts reported on the application and amounts reported on third-party verifications in order to determine actual income. The file must be documented to explain the difference.

Effective Term of Verification

Written verifications of income are valid for 120 days prior to move-in and annual recertification. After this time a new written verification must be obtained. Verbal updates must be documented in the tenant's file on the Document Viewed or Telephone Information Received Form, page 34, or a similar form.

Acceptable Forms of Verification

The annual income for a household receiving housing assistance payments under Section 8 may be verified by obtaining a statement from the Public Housing Authority (PHA). The owner must submit the Section 8 Eligibility Verification, page 35, to the PHA for completion. If the form shows that the tenant's income does not exceed the applicable income limit, the household is eligible to occupy a rent-restricted unit.

Acceptable forms of verification for other specific types of income situations are as follows:

A. Employment Income

- 1st choice: Employment Verification, page 36, completed by the employer, or statement from employer on company letterhead
- 2nd choice: Check stubs or earnings statements showing the employee's gross income per pay period and frequency of income, and a certification from the applicant stating their anticipated income for the 12 months following certification

B. Self-Employment Income

- 1st choice: Federal tax return (Schedule C or F) or accountant's statement of net income
- 2nd choice: Current financial statements of the business and a certification from the applicant giving the anticipated income for the 12 months following certification (this method to be used only for the first year of self-employment)

C. Social Security

1st choice: Social Security Administration Verification, page 37, completed by the agency providing the benefits

2nd choice: Most recent award or benefit notification letter prepared and signed by the authorizing agency

3rd choice: Social Security Check Verification, page 38, completed by the manager and tenant

D. Railroad Retirement

1st choice: Railroad Retirement Verification, page 39, completed by the firm providing the benefits

2nd choice: Most recent award or benefit notification letter prepared and signed by the authorizing firm

E. Unemployment Compensation

1st choice: Unemployment Benefits Verification, page 40, completed by the unemployment compensation agency

2nd choice: Records from the unemployment office stating payment dates and amounts

F. Workers Compensation or other Pension

1st choice: Pension or Workers Comp Verification, page 41, completed by the agency providing the benefits

2nd choice: Most recent award or benefit notification letter prepared and signed by the authorizing agency

G. Veterans Benefits

1st choice: Veterans Verification, page 42, completed by the agency providing the benefits

2nd choice: Most recent award or benefit notification letter prepared and signed by the authorizing agency

H. Military Pay

1st choice: Military Pay Verification, page 43, completed by the employer, or statement from employer on business letterhead

2nd choice: Check stubs or earnings statements showing the employee's gross pay per pay period and frequency of pay

I. Child Support and/or Alimony

1st choice: Child Support and/or Alimony Verification, page 44, completed by the Clerk of Court for court ordered support

2nd choice: Child Support and/or Alimony Verification, page 45, completed by spouse

3rd choice: Copy of separation or divorce decree stating the amount and type of support payment schedule and a copy of the latest support check

J. Welfare (TANF)

1st choice: Social Services Verification, page 46, completed by the agency providing the benefits

2nd choice: Copy of TANF budget, signed and dated by caseworker

K. Recurring Contributions and Gifts

1st choice: Certification signed by the person providing the assistance, giving the purpose, dates and value of the gifts, or a verification letter from the bank, attorney, or a trustee administering the contribution

2nd choice: Certification from the applicant giving the purpose, dates and value of the gifts

L. Scholarships, Grants, VA Educational Benefits

1st choice: Educational Assistance Verification, page 47, completed by the school

2nd choice: Educational institution's written confirmation (award letter) of amount of assistance and amount designated for rent, utilities, or room and board

3rd choice: Copies of latest benefit checks, canceled checks or receipts for tuition, fees, books, and equipment, (if such income and expenses are not expected to change for the next 12 months)

Unemployed Applicants

The income of unemployed household members with regular income from any source such as Social Security, pension, recurring gifts, etc., must be verified as covered previously.

If a household member is currently unemployed and claiming zero (0) income, the tenant must provide evidence of anticipated income for the certification year by completing an Unemployed Applicant's Affidavit, page 48, and provide a signed copy of the prior year's tax return. Unemployed applicants with no verifiable income (those who check 2(b) on the affidavit) may not be counted as low income, but may occupy a market rate unit if permitted by the management plan. The exception to this would be an applicant whose rent is being paid by a government agency; these applicants may be counted as low income.

Calculating Annual Income

Owners must convert all verified incomes to annual amounts. To annualize full-time employment, multiply:

1. Hourly wages by 2080 hours;
2. Weekly wages by 52;
3. Bi-weekly amounts by 26;
4. Semi-monthly amounts by 24;
5. Monthly amounts by 12.

To annualize income from other than full-time employment, multiply:

1. Hourly wages by the number of hours the family expects to work annually;
2. Average weekly amounts by the number of weeks the family expects to work;
3. Other periodic amounts (monthly, bi-weekly, etc.) by the number of periods the family expects to work.

Use an annual wage without additional calculations. For example, if a teacher's aide is paid \$27,000 a year, use \$27,000 whether the payment is made in 12 monthly installments, 9 installments or some other payment schedule.

Adjusted Gross Income

When determining eligibility to occupy a HOME unit, the household's gross income must always be considered. However, if a tenant *goes over the income guidelines after move-in*, the owner must charge the tenant 30% of their adjusted income for rent. To determine adjusted income, the following allowances may be given.

1. \$480 allowance for each dependent. A dependent may not be a head of house, co-head, spouse, foster child, or a live-in attendant. A dependent must be younger than 18, or handicapped or disabled, or a full-time student.
2. Allowance for child care expense. This may not include child support payments or expenses for the care of a handicapped or disabled family member age 13 or older. Child care may only be deducted if the care enables a family member to attend school, work, or seek employment, there is no adult in the household capable of providing the care during these times, the amount deducted is reasonable, not paid to a family member living in the household, or is not reimbursed by any other person or agency.
3. Allowance for handicap assistance expenses. The allowance is the lesser of:
 - a. the amount of these expenses which exceeds 3% of annual gross income, OR
 - b. the employment income adult members of the household earn because the handicap assistance is available.
4. Allowance for medical expenses. This allowance is permitted only for those households whose head or spouse is age 62 or older, handicapped, or disabled. If the household has no handicap assistance expenses, the allowance is limited to the total of medical expenses that exceed 3% of annual gross income. If the household also has handicap assistance expenses, the amount is limited to the amount by which the total of the two expenses exceeds 3 percent of gross income.
5. \$400 allowance per household if the head or spouse is age 62 or older, handicapped or disabled.

ASSETS

Assets, other than necessary personal items, are considered along with verified income in determining the eligibility of a household. HOME rules require third party verifications, regardless of the amount, to verify all assets claimed by applicants/tenants at certification.

Valuing Assets

In computing assets, owners must use the cash value of the asset - the amount the family would receive if the asset was converted to cash. Cash value is the market value of the asset less reasonable costs that were or would be incurred in selling or converting the asset to cash. SDHDA considers 10% as a reasonable basis for the costs of conversion.

Example: An applicant owns a home with a market value of \$30,000 and a loan against the home of \$18,000. The cash value of the asset would be shown as \$9,000 (\$30,000 less 10% less \$18,000).

If assets are owned by more than one person, prorate the assets according to their percentage of ownership. If no percentage is specified, prorate the assets evenly among all owners.

Assets Include:

1. Cash held in savings and checking accounts, safety deposit boxes, homes, etc;
2. Trusts - include the principal value of any trust available to the household. (Do not include irrevocable trusts, i.e. ones that no household or family member can control);
3. Equity in rental property or other capital investments. Include the current market value less
 - a. Any unpaid balance on any loans secured by the property, and
 - b. Reasonable costs that would be incurred in selling the asset - penalties, broker fees, etc.
4. Stocks, bonds, treasury bills, certificates of deposits, money market funds, etc;
5. Individual Retirement and Keogh Accounts;
6. Retirement and pension funds:
 - a. While the person is employed, include only amounts the family can withdraw without retiring or terminating employment;
 - b. At retirement or termination of employment: if benefits will be received in a lump sum, include the benefits in Net Family Assets. If benefits will be received through periodic payments, include the benefits in annual income;
7. Lump sum receipts - include inheritances, capital gains, one-time lottery winnings, settlements on insurance and other claims;

8. Personal property held as an investment - include gems, jewelry, coin collections, or antique cars held as an investment. An applicant's wedding ring and other personal jewelry is not counted as an asset; or
9. Assets disposed of within two years before effective date of certification/recertification:
 - a. If the cash value of the disposed assets exceeds the actual amount the family received by more than \$1,000, include the whole difference between the cash value and the amounts received. Do not include if the difference is less than \$1,000.

Example: A couple gave \$2,000 to each of their three grandchildren and deeded a home to their son. The home had a cash value of \$40,000 and the son paid his parents \$12,000 for the home. \$34,000 (\$40,000 less \$12,000 plus \$2,000 x 3) is counted as an asset until such time as the household can certify on an Income Certification form that they did not dispose of any assets during the two years preceding the certification date. (The \$12,000 paid by the son may also be counted as an asset, depending on what was done with the payment.)

- b. Do not consider assets disposed of for less than fair market value as a result of a foreclosure, bankruptcy, or a divorce or separation agreement.
- c. Do consider:
 - i) Assets put into trusts,
 - ii) Business assets disposed of for less than fair market value. (Business assets are excluded from net family assets only while they are part of an active business.)

Assets Do Not Include:

1. Necessary personal property (clothing, furniture, cars, etc.);
2. Life insurance policies;
3. Assets that are part of an active business. "Business" does not include rental of properties that are held as investment and not a main occupation;
4. Assets that are not effectively owned by the applicant - i.e., when assets are held in an individual's name but:
 - a. The assets and any income they earn accrue to the benefit of someone else; and
 - b. That another person is responsible for income taxes incurred on income generated by the assets.

Example: Assets held pursuant to a power of attorney because one party is not competent to manage the assets or assets held in a joint account solely to facilitate access to assets in the event of an emergency.

5. Assets that are not accessible to the applicant and provide no income to the applicant.

Example: A battered spouse owns a house jointly but because of the domestic situation receives no income from the asset and cannot convert the asset to cash.

Asset Verification Guidelines

Checking accounts, savings accounts, certificates of deposit and money market accounts may be third party verified using Asset Verification Form, page 50, or a similar form. Checking accounts must use the average balance for the last 6 months, while savings accounts, CD's, etc. must use the current balance or value. Those assets and others such as bonds, stocks, IRA's and retirement funds may also be verified by documentation provided by the tenant, such as copies of statements.

After arriving at a total value of the assets, if the asset value is \$5,000 or less, add the actual amount of income to be derived from the assets to the other verified household income. When assets exceed \$5,000, add the greater of 1) the actual annual income to be derived from these assets, or 2) the imputed income using the passbook interest rate (currently set at 2.00%) to the total verified household income. The household's combined total income cannot exceed the applicable low-income limits at move-in.

ANNUAL RECERTIFICATION OF TENANTS

All households occupying a rental unit in a HOME-funded development must be recertified at least annually from the date of occupancy. Interim recertifications are not required under the HOME Program. Although management may at their own option, choose to process interim recertifications, SDHDA only requires annual recertifications from the date of occupancy. If a development owner/manager chooses to process interim recertifications, it must be done consistently for all tenants, and, they must also process annual recertifications that coincide with the date of occupancy. Annual recertifications must be effective on or before (but not more than 30 days before) the occupancy anniversary date. Verifications may be obtained up to 120 days prior to the recertification date. In no event will a period of twelve (12) months pass without a recertification being completed.

REPORTING REQUIREMENTS

The following reports are due to SDHDA in March of each year. The forms can be found on the pages noted. They can be copied or downloaded from the SDHDA website.

1. Annual Owner Certification, page 51
2. Tax Credit/HOME Compliance Monitoring Status Report, page 28
3. Move-In, Move-Out Report, page 55
4. Designation of authorized representative, page 56
5. Narrative on Affirmative Marketing outreach efforts

1. Annual Owner Certification

The Annual Owner Certification, page 51, certifies to the activities of the past calendar year. The Annual Owner Certification form was revised by SDHDA in 2007 and combines the HOME reporting form with the Housing Tax Credit Program reporting form.

2. Tax Credit/HOME Compliance Monitoring Status Report

A Tax Credit\HOME Compliance Monitoring Status Report, page 28, calculated as of the last day of the month, must be completed on a monthly basis and retained in the project's files. When completing the Monthly Occupancy Report, enter either 50%, 60%, or 80% under the column entitled "% Median Income." For projects with less than 100% low-income dedication, enter NR in this column for the non-restricted units. The actual income for households occupying rent-restricted units shall be entered under the "Income" column. Income for non-restricted units shall be designated by N/A.

Copies of these monthly reports must be submitted to SDHDA along with the Annual Owner Certification, page 51, each year. The 12 reports submitted shall be for the preceding calendar year.

3. Move-In, Move-Out Report

A Move-In Move-Out Report, page 55, must be kept for each year. List each unit under the "Unit" column and enter R (restricted) or N (non-restricted) under the "Unit Type" column. When someone moves in, enter the last name in the appropriate month's column. When someone moves out and the unit is vacant, enter the letter "V" in the appropriate monthly column.

This report tracks the project's vacancies and rentals. A copy of the report must be submitted with the other required documentation each year.

4. Designation of authorized representative

If the owner wishes to designate the management agent or someone else to complete these required forms, the Designation of Authorized Representative, page 56, if applicable, must be

submitted to SDHDA with the Annual Owner Certification. Once this form is submitted, it will not need to be completed again unless the Authorized Representative changes or the owner chooses to revoke the original submission. Without this authorization form, the required certifications will not be accepted without the owner's signature.

5. Narrative on Affirmative Marketing outreach efforts

The owner must submit a written narrative of the affirmative marketing outreach efforts taken to market the development in the past year. There is no specific form for this report. Details of marketing and copies of advertisements should be attached.

SDHDA will monitor for Program compliance by reviewing annual owner certifications of compliance reports. Failure to submit reports as required will put the development into a noncompliance rating.

ON-SITE COMPLIANCE REVIEWS

Based on the **total number of units in the property**, on-site reviews, both the building inspection and management review, will be conducted every 3 years for projects of 1-4 units, every 2 years for projects with 5-25 units and each year for projects with 26 or more units. Reviews may be conducted more frequently if determined necessary based on concerns raised during a previous review.

SDHDA staff will contact the owner/agent in advance to schedule both the building inspection and management compliance review. The building inspection and management office compliance review will be conducted separately.

The goal of the development inspection is to ensure that the building is being well-maintained, and that the units are in compliance with HUD Housing Quality Standards and other pertinent building codes to assure the units are decent, safe, and sanitary.

A management compliance review is a structured review conducted where program and project records are maintained. The three monitoring goals are to:

- Ensure production and accountability
- Ensure compliance with HOME and other Federal requirements; and
- Evaluate organizational and project performance

During a management office compliance review, SDHDA staff will review tenant income certifications, third party verifications or other forms of income documentation, leases, and other management information, and a review of the marketing file and efforts of the owner. Other

areas may be reviewed for compliance, according to specific written agreements between the owners and SDHDA at the time of commitment.

SDHDA staff will look at the following:

- Preventive Maintenance Schedule
- List of property damages and if chargeable to residents, fee charged
- Written rent collection policy and procedures
- Written (UPDATED) tenant selection plan, including application
- Current lease, house rules, eviction procedures, pet policy (if applicable)
- Copies of all forms being used for applications and recertifications
- Copies of all verification forms used
- Affirmative Fair Housing Marketing Plan (HUD Form 935.2A), page 69
 - Advertising
 - Equal Housing Opportunity Posters
 - Correspondence, logos
 - Marketing plans
- Sample of rejection letter
- Written rules for use of community space (if applicable)
- Copies of all advertising efforts for the past year
- Management Agreement
- Current copy of Rent Roll (if applicable)
- Copy of first mortgage current loan balance
- Copies of operating and security deposit account balances
- Copy of Replacement Reserve account balance and withdrawal records
- Copy of paid real estate taxes and property insurance
- Work order journals or logs for each property
- Tenant ledger with current rent portion
- Aged resident receivable
- Waiting list of prospective residents
- Resident, Rejection and Eviction files and records
- Policies and procedures manual
- HUD 4350.3 REV 1, Change 2 Handbook
- Police reports, property plan, task force information
- Current copy of Rent Schedule and SDHDA approval letter
- Lead Base Paint Disclosure

TENANT FILES

Each HOME qualified household must have their own file. All permanent documents must be kept together so they are accessible at each compliance review (e.g. birth certificates, HOME lease agreement, move-in inspection report, etc.). Annual recertification information, including the tenant questionnaires, release forms, verifications, and annual inspection reports must be grouped together by year, with the most recent year on top for review.

The tenant files must contain the following:

- Tenant Application (must be time and date stamped)
- Tenant Questionnaire w/summary format for computing 24 CFR Part 5 Income & Assets (to be completed annually), page 30
- Tenant signed release forms (all adults age 18 & over) must be signed annually, page 57
- Government issued photo I.D. or birth certificate
- Documentation of social security numbers age 6 and over
- Verifications of income (obtain annually)
- Move-in inspection, annual inspection reports, and if applicable, move-out inspection
- HOME Program Lease Agreement, page 58
- Declaration of Section 214 Status or Citizenship Form, page 66
- Race/Ethnic Data Reporting Form, page 68
- Credit/Criminal background check
- Lead based paint acknowledgements (rental rehabilitation only; built pre-1978), page 26
- If applicable, Section 8 HUD 50059 tenant family certification form

HOME forms can be found at the websites referenced in the front of this manual.

All move-out files must contain the following:

- Written 30-day notice to vacate apartment (if not available – document in file).
- Move-out inspection report (both parties signed & dated).
- Security deposit refund (check # & date) or letter of intent to withhold security deposit within 14 days of move-out.
- Itemized list of costs to tenant within 45 days.

Tenant records, including income verifications, development rents, and unit inspections must be retained for the most recent five year period, until five years after the affordability period terminates.

Non-compliance

If SDHDA does not receive the required certifications when due or if SDHDA discovers on audit, inspection, or review, or in some other manner that the project is not in compliance with HOME regulations, SDHDA will notify the owner as soon as possible.

The owner will have an opportunity to supply missing certifications or to correct noncompliance within a specified correction period, not to exceed 30 days from the date of the notice to the owner. At the sole discretion of SDHDA, the correction period may be extended for a period of up to 6 months if there is good cause for granting an extension.

Failure to correct regulatory noncompliance issues could result in an increase in loan interest rate to market rate, accelerating the payment schedule, or recall of the development loan.

LIABILITY

Compliance under the requirements of the HOME Program is the responsibility of the owner of the property. SDHDA's obligation to monitor for compliance with the requirements of the Program does not make SDHDA liable for an owner's noncompliance.

Lead-Based Paint Notification

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

_____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the lessor (check one below):

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

_____ (c) Lessee has received copies of all information listed above.

_____ (d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

_____ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessor

Date

Lessor

Date

Lessee

Date

Lessee

Date

Agent

Date

Agent

Date

Notification

Watch Out For Lead- Based Paint Poisoning

This property was
constructed before 1978.
There is a possibility it
contains lead-based paint.
Please read the following
information concerning
lead-based paint poisoning.

Sources of Lead-Based Paint

The interiors of older homes and apartments often have layers of lead-based paint on the walls, ceilings, window sills, doors and door frames. Lead-based paint and primers may also have been used on outside porches, railings, garages, fire escapes and lamp posts. When the paint chips, flakes or peels off, there may be a real danger for babies and young children. Children may eat paint chips or chew on painted railings, window sills, or other items when parents are not around. Children can also ingest lead even if they do not specifically eat paint chips. For example, when children play in an area where there are loose paint chips or dust particles containing lead, they may get these particles on their hands, put their hands into their mouths, and ingest a dangerous amount of lead.

Hazards of Lead-Based Paint

Lead poisoning is dangerous, especially to children under the age of seven (7). It can eventually cause mental retardation, blindness and even death.

Symptoms of Lead-Based Poisoning

Has your child been especially cranky or irritable? Is he or she eating normally? Does your child have stomachaches and vomiting? Does he or she complain of headaches? Is your child unwilling to play? These may be signs of lead poisoning. Many times though, there are no symptoms at all. Because there are no symptoms does not mean that you should not be concerned if you believe you child has been exposed to lead-based paint.

Advisability and Availability of Blood Lead Level Screening

If you suspect that your child has eaten chips of paint or someone told you this, you should take your child to the doctor or clinic for testing. If the test shows that your child has an elevated blood lead level, treatment is available. Contact your doctor or local health department

for help or more information. Lead screening and treatment are available through the Medicaid Program for those who are eligible. If your child is identified as having an elevated blood lead level, you should immediately notify the Community Development or other agency to which you or your landlord is applying for rehabilitation assistance so the necessary steps can be taken to test your unit for lead-based paint hazards. If your unit does have lead-based paint, you may be eligible for assistance to abate the hazard.

Precautions to Take to Prevent Lead-Based Paint Poisoning

You can avoid lead-based paint poisoning by performing some preventive maintenance. Look at your walls, ceilings, doors, door frames and window sills. Are there places where the paint is peeling, flaking, or powdering? If so, there are some things you can do immediately to protect your child:

- (a) Cover all furniture and appliances;
- (b) Get a broom or stiff brush and remove all loose pieces from walls, woodwork, window wells and ceilings;
- (c) Sweep up all pieces of paint and plaster and put them in a paper bag or wrap them in newspaper. Put these packages in the trash can. DO NOT BURN THEM.
- (d) Do not leave paint chips on the floor in window wells. Damp mop floors and window sills in and around the work area to remove dust and paint particles. Keeping these areas clear of paint chips, dust and dirt is easy and very important; and
- (e) Do not allow loose paint to remain within your children's reach since children may pick loose paint off the lower part of the walls.

Homeowner Maintenance and Treatment of Lead-Based Paint Hazards

As a homeowner, you should take the necessary steps to keep your home in good shape. Water leaks from faulty plumbing, defective roofs, and exterior holes or breaks may admit rain and dampness into the interior of your home. These conditions damage walls and ceilings and cause paint to peel, crack or flake. These conditions should be corrected immediately. Before painting, all surfaces that are peeling, cracking, chipping or loose should be thoroughly cleaned by scraping or brushing the loose paint from the surface, then repainted with two (2) coats of nonleaded paint. Instead of scraping and repainting, the surface may be covered with other material such as wallboard, gypsum, or paneling. Beware that when lead-based paint is removed by scraping or sanding, a dust is created which may be hazardous. The dust can enter the body either by breathing it or swallowing it. The use of heat or paint removers could create a vapor or fume which may cause poisoning if inhaled over a long period of time. Whenever possible, the removal of lead-based paint should take place when there are no children or pregnant women on the premises. Simply painting over defective lead-based paint surfaces does not eliminate the hazard. Remember that you as an adult play a major role in the prevention of lead poisoning. Your actions and awareness about the lead problem can make a big difference.

Tenant and Homebuyer Responsibility

You should immediately notify the management office or the agency through which you are purchasing your home if the unit has flaking, chipping, powdering or peeling paint, water leaks from plumbing, or a defective roof. You should cooperate with that office's effort to repair the unit.

_____ I have received a copy of the Notice entitled "Protect Your Family from Lead in Your Home"..

Date

Print Full Name

Signature

TAX CREDIT / HOME COMPLIANCE MONITORING STATUS REPORT

Page#

| | | | | |
|---------------|-------------------|---------|--|--------|
| Project Name: | Address: City: | County: | Period Report Covers: Jan. – Dec. Year | BIN #: |
|---------------|-------------------|---------|--|--------|

| | | | |
|--|-------------------------|--------------------------------------|---|
| <input type="checkbox"/> 20/50 or <input type="checkbox"/> 40/60 | Placed in Service Date: | Total # of Rental Units in Building: | % of Units Designated Low-Income at Allocation: |
|--|-------------------------|--------------------------------------|---|

| | | |
|---|--|--|
| % of Rental Units that Qualify as Low Income: | % of Units Qualified Low-Income Last Year: | # of Vacant Units Previously Occupied by Eligible Tenants: |
|---|--|--|

| | |
|--|--|
| # Of Units Occupied by Eligible Tenants: | Is Rent Determined by Unit or Family Size: |
|--|--|

| | | | |
|----------------|-------------------|---------------------|----------|
| Project Owner: | Management Agent: | Report Prepared by: | Phone #: |
|----------------|-------------------|---------------------|----------|

| Unit # (1) | # of Bed rooms (2) | Square Footage (3) | Tenant Name First & Middle Initial & Last Name (4) | Family Size (5) | Race/ Gender Type <i>See code</i> (6) | Move-in Date (7) | Move-in Income (gross annual) (8) | Recert Date (9) | Recert Income (10) | Tenant Portion Rent (11) | Utility Allowance (12) | Gross Rent (13) | 50/60 % Unit (14) | Move-out Date (15) |
|---------------|-----------------------|-----------------------|--|--------------------|---|---------------------|---|--------------------|-----------------------|-----------------------------|---------------------------|--------------------|----------------------|-----------------------|
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Project Name _____

Page Number _____

| Unit # (1) | # of Bed rooms (2) | Square Footage (3) | Tenant Name First & Middle Initial & Last Name (4) | Family Size (5) | Race/ Gender Type See code (6) | Move-in Date (7) | Move-in Income (gross annual) (8) | Recert Date (9) | Recert Income (10) | Tenant Portion Rent (11) | Utility Allowance (12) | Gross Rent (13) | 50/60 % Unit (14) | Move- out Date (15) |
|---------------|-----------------------|-----------------------|--|--------------------|--|------------------------|---|-----------------------|--------------------------|-----------------------------------|------------------------------|-----------------------|----------------------------|------------------------------|
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CODES:

Race of Head of Household Code Head of Household Code Gender Code
 1 = White/Non-Hispanic A = Single/Non-Elderly Female = F
 2 = Black/Non-Hispanic B = Elderly Male = M
 3 = Native American C = Related/One Parent
 4 = Asian D = Related Two Parent
 5 = Hispanic E = Other
 6 = Information not provided

Example for (6) 1AF is a White Single Female

HOME Tenant Questionnaire

Project Name: _____ Initial Certification: _____

Unit No.: _____ Bedroom Size: _____ Annual Recertification: _____

Applicant Name: _____

Address: _____
Street, Box No.
City
State
Zip

1. List all occupants of the unit

| | Occupant Number | Relationship Birth | Social Security | Date of | Sex |
|-----|-----------------|----------------------------|-----------------|---------|-------|
| (a) | _____ | Head of Household _____ | _____ | _____ | _____ |
| (b) | _____ | _____ | _____ | _____ | _____ |
| (c) | _____ | _____ | _____ | _____ | _____ |
| (d) | _____ | _____ | _____ | _____ | _____ |
| (e) | _____ | _____ | _____ | _____ | _____ |
| (f) | _____ | _____ | _____ | _____ | _____ |

2. Are all members of the household U.S. Citizens? Yes () No ()

3. Race - Head of Household:

- | | |
|---|---|
| <input type="checkbox"/> White | <input type="checkbox"/> American Indian/Alaskan Native & White |
| <input type="checkbox"/> Asian & White | <input type="checkbox"/> Black/African American |
| <input type="checkbox"/> Asian | <input type="checkbox"/> Black/African American & White |
| <input type="checkbox"/> American Indian/Alaskan Native | <input type="checkbox"/> Native Hawaiian/Pacific Islander |
| <input type="checkbox"/> American Indian/ Alaskan Native & Black African American | <input type="checkbox"/> Other Multi-Racial |

Hispanic Head of Household: Yes () No ()

4. The following question is optional. However, the information supplied may be used to determine any special needs you may have.

Do any family members have a disability? Yes () No ()
 If so, what type of special accommodations may be needed? _____

5. If tenant is already residing in the HOME project, complete this section. Otherwise, go to Question 6.

| | |
|------------------|---------------------------|
| CURRENT RENT | CURRENT UTILITY ALLOWANCE |
| Monthly \$ _____ | Monthly \$ _____ |

6. Do you currently receive rental assistance? Yes () No ()

| | | | |
|----------------------------|-----------------------|-----|------------------|
| | | | Amount Per Month |
| If yes, are you receiving: | Section 8 Certificate | () | _____ |
| | Section 8 Voucher | () | _____ |
| | Other | () | _____ |

7. Please answer each of the following questions. For each "Yes" answer provide details in the chart below.

| | <u>Yes</u> | <u>No</u> |
|---|------------|-----------|
| Is any member of your household employed, full-time, part-time, or seasonally? | _____ | _____ |
| Does any member of your household expect to work for any period during the next 12 months? | _____ | _____ |
| Does any member of your household work for someone who pays them in cash? | _____ | _____ |
| Is any member of your household on leave of absence from work due to lay-off, medical, maternity, or military leave? | _____ | _____ |
| Does any member of your household now receive or expect to receive unemployment benefits? | _____ | _____ |
| Does any member of your household now receive or expect to receive child support? | _____ | _____ |
| Is any member of your household entitled to child support that he/she is not now receiving? | _____ | _____ |
| Does any member of your household now receive or expect to receive alimony payments? | _____ | _____ |
| Is any member of your household entitled to alimony payments that he/she is not now receiving? | _____ | _____ |
| Does any member of your household receive or expect to receive welfare assistance? | _____ | _____ |
| Does any member of your household receive or expect to receive Social Security benefits? | _____ | _____ |
| Does any member of your household receive or expect to receive income from a pension or annuity? | _____ | _____ |
| Does any member of your household receive regular cash contributions from individuals not living in the unit or from agencies? | _____ | _____ |
| Does any member of your household receive income from assets, including interest on checking or savings accounts, interest and dividends from certificates of deposit, stocks, or bonds, or income from the rental of property? | _____ | _____ |

For each type of income that your household receives, give the source of the income and the amount of income that can be expected from that source during the next 12 months.

| FAMILY MEMBER | SOURCE OF INCOME/ TYPE OF INCOME | ANNUAL INCOME |
|---------------|-------------------------------------|---------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

If additional space is needed attach a separate sheet.

8. List all checking and savings accounts (including IRA's, Keough accounts, and Certificates of Deposit) of all household members, including accounts disposed of during the past two years.

| FAMILY MEMBER | FINANCIAL INSTITUTION | ACCOUNT NUMBER | TYPE | BALANCE |
|---------------|-----------------------|----------------|-------|---------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

List value of all stocks, bonds, trusts, pension contributions, or other assets: _____

Do you own a home or other real estate? yes or no _____

Did you have any assets in the last two years not listed above? yes or no _____

If yes, did you dispose of any assets for less than fair market value? yes or no _____
(This means that the assets were either given away or sold at less than the allotted market value.)

What were the assets, the market value at the time of disposition, the amount received, and date you disposed of the assets?

Any assets listed as disposed of for less than fair market value in the two years preceding the effective date of the certification or recertification will be counted as assets if the difference between the value and the amount received exceeds \$1000.

RESIDENT'S STATEMENT: I understand that the above information is being collected to determine my eligibility for residency. I authorize the owner/manager to verify all information provided on this application and my signature is consent to obtain such verification. I certify that I have revealed all assets currently held or previously disposed of and that I have no assets other than those listed on this form (other than personal property). I further certify that the statements made in this application are true and complete to the best of my knowledge and belief and am aware that false statements are punishable under Federal law and grounds for eviction. I declare and affirm under the penalties of perjury that the claim (petition, application, information) has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

Signature of Head of Household: _____ Date: _____

Signature of Spouse or Co-Tenant: _____ Date: _____



FOR PROJECT USE ONLY

Summary Format for Computing 24 CFR Part 5 Family Income & Assets

| | | |
|-------------------------------|-------|--|
| 1. Project Name and Location: | Date: | 2. Family Head of Household and unit Number: |
|-------------------------------|-------|--|

Assets (from Paragraph 8 of the Tenant Questionnaire)

| Family Member | Asset Description | Current Cash Value of Assets | Actual Income From Assets |
|--|-------------------|------------------------------|---------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| 3. Total Net Cash Value of Assets | | 3. | |
| 4. Total Actual Asset Income | | | 4. |
| 5. If line 3 is greater than \$5,000, multiply line 3 by 2% (Passbook Rate) and enter result here. Otherwise, leave blank | | | 5. |

Anticipated Annual income (from Paragraph 7 of the Tenant Questionnaire)

| Family Member | a. Wages/ Salaries | b. Benefits/ Pensions | c. Public Assistance | d. Other Income | e. Asset Income |
|---|--------------------|-----------------------|----------------------|-----------------|--|
| | | | | | Enter the greater of lines 4 or 5 from above line e. |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| 6. Total | a. | b. | c. | d. | e. |
| 7. Enter total of items 6a through 6e. This is the Household's <i>Total Annual Income</i> | | | | | 7. |
| 8. Enter Current HUD Income Limits for the County of _____ for a family of ____. | | | | | 8. |
| 9. Compare total Annual Income line 7 with line 8; if line 8 exceeds line 7, write "eligible" in the box for 9. If line 7 exceeds line 8, write "ineligible for HOME rent" in box 9 and recalculate to charge the family 30% of its monthly adjusted income for rent. | | | | | 9. |

**(VERIFICATION RECEIVED BY TELEPHONE, PERSONAL CONTACT,
OR FROM DOCUMENT RETAINED BY APPLICANT/TENANT)**

RE: _____
Applicant/Tenant

DATE: _____

Documents Viewed: _____

Or Person Contacted: _____

Representing: _____

Item Verified: _____

Information Supplied: _____

Comments: _____

Property Name: _____

Signed: _____
Authorized Representative

SECTION 8 ELIGIBILITY VERIFICATION

DATE: _____ RE: _____

TO: _____

Social Security No.: _____

TO WHOM IT MAY CONCERN:

The client listed above has indicated that he or she is receiving Section 8 housing assistance from your agency. Information provided will remain confidential and will be used solely for the purpose of determining eligibility for occupancy in a HOME or Low Income Housing Tax Credit project.

Sincerely,

Property Manager

I hereby authorize the above named Management Agent to make inquiries regarding my income for the purpose of determining my eligibility for occupancy.

Signed _____ **Date** _____

The total annual gross income for the above named household, as verified by this PHA, is: \$ _____

Signature of PHA Representative

Date _____

Name of PHA

Phone _____

PLEASE RETURN TO:

EMPLOYMENT VERIFICATION

THIS SECTION TO BE COMPLETED BY MANAGEMENT AND EXECUTED BY TENANT

TO: (Name & address of employer) _____ Date: _____

RE: _____
Applicant/Tenant Name Social Security Number Unit # (if assigned)

I hereby authorize release of my employment information.

Signature of Applicant/Tenant Date

The individual named directly above is an applicant/tenant of a housing program that requires verification of income. The information provided will be confidential to satisfaction of that stated purpose only. Your prompt response is crucial and greatly appreciated.

Project Owner/Management Agent

Return Form To:

THIS SECTION TO BE COMPLETED BY EMPLOYER

Employee Name: _____ Job Title: _____

Presently Employed: Yes _____ Date First Employed _____ No _____ Last Day of Employment _____

Current Wages/Salary: \$ _____ (circle one) hourly weekly bi-weekly semi-monthly monthly yearly other _____

Average # of regular hours per week: _____ Year-to-date earnings: \$ _____ through __/__/__

Overtime Rate: \$ _____ per hour Average # of overtime hours per week: _

Shift Differential Rate: \$ _____ per hour Average # of shift differential hours per week: _____

Commissions, bonuses, tips, other: \$ _____ (circle one) hourly weekly bi-weekly semi-monthly monthly yearly other _____

List any anticipated change in the employee's rate of pay within the next 12 months: _____
Effective date: _____

If the employee's work is seasonal or sporadic, please indicate the layoff period(s): _____

Additional remarks: _____

Employer's Signature Employer's Printed Name Date

Employer [Company] Name and Address

Phone # Fax # E-mail

NOTE: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to any matter within its jurisdiction

SOCIAL SECURITY VERIFICATION

DATE: _____ RE: _____

TO: _____

Social Security Number: _____

Security Claim #: _____

I do hereby authorize the Social Security Administration to furnish to the _____ (Project Name) information regarding the amount of the monthly payment made to me.

Signature _____ Date _____

Indicate information needed by checking spaces below:

The gross amount of the monthly Social Security benefit is \$ _____

The amount deducted for Medicare is \$ _____

The net amount of the Social Security Check each month is \$ _____

The above amount became effective _____
Month Year

The monthly amount of the supplemental security income payment is \$ _____

The above amount became effective _____
Month Year

Other information needed - please specify on reverse side.

Complete only if you are unable to verify information requested:

_____ Claim still pending

_____ No record based on identifying information

_____ Other - Please explain on reverse side of form

Signature and Title of Authorized Social Security Official

Date

Telephone Number

PLEASE RETURN TO:

SOCIAL SECURITY CHECK VERIFICATION

I, _____, certify that I viewed Check
Owner/Manager

No. _____ issued to _____
Tenant/Applicant

on _____ in the amount of _____.
Issue Date of Check Net amount \$

The amount of the check represents the regular monthly income from _____

_____ Social Security, Etc.

for _____.
Tenant/Applicant

The amount of \$ _____ has been deducted for Medicare premium.

The gross amount of the check before any deductions was \$ _____

Signature

Title

Date

I hereby certify that the information reported above concerning my Social Security and/or SSI income is correct. I understand that the amount of the Medicare premium, if any, must be included in my income for the purpose of determining my eligibility for occupancy in a Low Income Housing Tax Credit (LILHTC) project.

Tenant/Applicant Signature

Date

RAILROAD RETIREMENT VERIFICATION

DATE: _____ RE: _____

TO: _____

Railroad Retirement Board Claim Number: _____

Social Security Number: _____

I do hereby authorize the Railroad Retirement Board to furnish to the _____
_____ the following information.

Property Name

Signature of Applicant/Tenant _____ Date _____



Gross Amount of Pension: \$ _____

Effective Date: \$ _____

Comments: _____

Signature of Authorized Railroad Retirement Official

Title

Date: _____

UNEMPLOYMENT BENEFITS VERIFICATION

DATE: _____ RE: _____

TO: _____

Claim No. _____

The above individual has indicated he/she is receiving benefits from your agency. Information provided will remain confidential and will be used solely for the purpose of determining eligibility for occupancy.

Signed _____

Date _____

I hereby authorize the above named Management Agent to make inquiries regarding my household income for the purpose of determining my eligibility for occupancy.

Signature of Applicant

Date

Weekly Payment to Client \$ _____

Beginning date of Payment _____ Ending Date (if known) _____

Is this client entitled to an extension of benefits? _____ If yes, for how long? _____

Remarks _____

Signed: _____

Date: _____

Title: _____

Telephone: _____

PLEASE RETURN TO:

PENSION OR WORKERS COMP VERIFICATION

DATE: _____ RE: _____

TO: _____

TO WHOM IT MAY CONCERN:

The person listed above has indicated that he or she is receiving payment from you. Information provided will remain confidential and will be used solely for the purpose of determining eligibility for occupancy

Sincerely,

Project Management Agent

You are hereby authorized to furnish all information requested on this inquiry.

SIGNED _____ **Date** _____

Weekly _____ Monthly _____ Payments to Employee \$ _____

Weeks or amount will to be paid _____

Effective Date _____ Ending Date if known _____

Retirement Pension Number _____

Current Gross Monthly Retirement Income \$ _____

Total Gross Pension Income Expected for the Next 12 Months \$ _____

Remarks: *(Please indicate any anticipated changes.)* _____

By _____

Date: _____

Title _____

Telephone: _____

PLEASE RETURN TO:

VETERAN'S ADMINISTRATION VERIFICATION

DATE: _____ RE: _____

TO: _____

Claim No. _____

Serial No. _____

Date of Birth _____

You are hereby authorized to furnish all information requested on this inquiry.

Signed _____ Date _____

1. Periods of Active Duty: From _____ To _____

2. Compensation (Service Connected): Disability _____ Death _____
Dependency & Indemnity _____

Pension (Non-service Connected): Disability _____ Death _____

Effective Date of Current Award: _____

Monthly Award Amount: \$ _____

3. Other Payments (Monthly Insurance, Etc.) _____

Monthly Amount: \$ _____

4. Changes: If any change is contemplated, check here () and explain on reverse side.

5. Remarks: _____

VETERAN'S ADMINISTRATION CENTER

By _____

Date: _____

Title _____

PLEASE RETURN TO:

MILITARY PAY VERIFICATION

TO: (Name and Address of Employer) _____ Date: _____

_____ Re: _____

The person listed above has indicated that he or she is employed by the military. Information provided will remain confidential and will be used solely for the purpose of determining eligibility for occupancy.

Sincerely,

Project Management Agent _____

I hereby authorize the above named Management Agent to make inquiries regarding my employment for the purpose of determining my eligibility for occupancy.

Signed _____ **Date** _____

Gross Earnings Anticipated over next 12 Months:

| | |
|--------------------|----------|
| Monthly Base Pay | \$ _____ |
| BAQ | \$ _____ |
| FED-RATE | \$ _____ |
| Commuted Rations | \$ _____ |
| Clothing Allowance | \$ _____ |
| Other Special Pay | \$ _____ |

Total Annual Entitlement \$ _____ Total Monthly Entitlement \$ _____

Grade Level _____ Probability of Continued Enlistment _____

Authorized Official Name and Title

Signature _____ Date _____

Military Agency _____

Address _____ Phone _____

City _____ State _____ Zip _____

PLEASE RETURN TO:

CHILD SUPPORT AND/OR ALIMONY VERIFICATION
(Completed by Clerk of Court)

TO: _____ Date: _____

_____ Re: _____

The person listed above has indicated that he or she is receiving court ordered support. Information provided will remain confidential and will be used solely for the purpose of determining eligibility for occupancy.

Sincerely,

Project Management Agent

I hereby authorize the above named Management Agent to make inquiries regarding my child support/alimony for the purpose of determining my eligibility for occupancy.

Signed _____ **Date** _____

This will certify that the above named person receives \$ _____ per _____ in child support and \$ _____ per _____ in alimony.
(A copy of the account ledger may be substituted.)

Signature of Clerk of Court Official **Date:** _____

PLEASE RETURN TO:

CHILD SUPPORT AND/OR ALIMONY VERIFICATION
(Completed by Former Spouse)

TO: _____ Date: _____

_____ Re: _____

The person listed above has indicated that he or she is receiving support from you. Information provided will remain confidential and will be used solely for the purpose of determining eligibility for occupancy. Please attach a copy of the divorce decree or settlement agreement showing the amount of support to be paid. If there is no agreement, please state so.

Sincerely,

Project Management Agent

I hereby authorize the above named Management Agent to make inquiries regarding my child support/alimony for the purpose of determining my eligibility for occupancy.

Signed _____ Date _____

This will certify that I pay \$ _____ per _____ in child support to _____

_____ for the support of _____

This will certify that I pay \$ _____ per month in alimony to _____

_____ Date _____

Signature of Former Spouse

PLEASE RETURN TO:

SOCIAL SERVICES VERIFICATION

DATE: _____ RE: _____

TO: _____

TO WHOM IT MAY CONCERN:

The client listed above has indicated that he or she is receiving income from your agency. Information provided will remain confidential and will be used solely for the purpose of determining eligibility for occupancy.

Signed _____ **Date** _____

Detailed Budget Statement Provided _____

Monthly Payment From This Agency: TANF \$ _____ GA \$ _____

Child Support Pass Through \$ _____

Other _____ \$ _____

Other Known Income _____ \$ _____

Payments Over the Last 6 Months _____ \$ _____

Remarks: Please indicate any anticipated changes in:

1. The Monthly Payment _____
2. The Family Status of the Applicant _____

Signature of Social Service Worker

Date

Title

Phone

PLEASE RETURN TO:

EDUCATIONAL ASSISTANCE VERIFICATION

TO: _____ Date: _____

RE: _____

The person listed above has indicated that he or she is receiving educational assistance. Information provided will remain confidential and will be used solely for the purpose of determining eligibility for occupancy.

Sincerely,

Property Management Agent

I hereby authorize the above named Management Agent to make inquiries regarding my educational assistance for the purpose of determining my eligibility for occupancy.

Signed _____ **Date** _____

| | \$ Amount | Period of Time it Covers |
|------------------|------------------|---------------------------------|
| BEOG | _____ | _____ |
| SEOG | _____ | _____ |
| GI Bill | _____ | _____ |
| CETA | _____ | _____ |
| Vocational Rehab | _____ | _____ |
| Other | _____ | _____ |

Portion of above amount intended as a subsistence allowance to cover such costs as rent, utilities, and board.

Date _____

Signature of Authorized Representative _____

Title _____ **Phone** _____

PLEASE RETURN TO:

UNEMPLOYED APPLICANTS AFFIDAVIT

1. I have made application to rent an apartment in _____
_____.

2. Check (a) or (b) as applicable:

____ (a) I am not presently employed but anticipate becoming employed within the next twelve months.

____ (b) I am not presently employed and do not anticipate becoming employed within the next twelve months.

3. Based on my past work experience, skills, and income history as reflected in my income tax return for the most recent tax year (copy attached) and with adjustments to reflect circumstances anticipated within the next twelve months, I expect to earn \$ _____ per year when I am employed.

Applicant

Date

UNEMPLOYMENT BENEFITS VERIFICATION

DATE: _____ RE: _____

TO: _____

Claim No. _____

The above individual has indicated he/she is receiving benefits from your agency. Information provided will remain confidential and will be used solely for the purpose of determining eligibility for occupancy.

Signed _____

Date _____

I hereby authorize the above named Management Agent to make inquiries regarding my household income for the purpose of determining my eligibility for occupancy.

Signature of Applicant

Date

Weekly Payment to Client \$ _____

Beginning date of Payment _____ Ending Date (if known) _____

Is this client entitled to an extension of benefits? _____ If yes, for how long? _____

Remarks _____

Signed: _____

Date: _____

Title: _____

Telephone: _____

PLEASE RETURN TO:

ASSET VERIFICATION

Name of Bank _____ Re: _____

Address _____ SS# _____

The person listed above has indicated that he or she has assets in your institution. Information provided will remain confidential and will be used solely for the purpose of determining eligibility for occupancy.

Sincerely,

Project Management Agent

I hereby authorize the above Management Agent to make inquiries regarding my financial circumstances.

Signed _____ **Date** _____

Checking Account Balance _____ Rate of Interest _____

Average Balance for Previous 6 Months _____

Current Savings Account Balance _____ Rate of Interest _____

Certificates of Deposit # _____ Value _____ Interest Rate _____

Certificates of Deposit # _____ Value _____ Interest Rate _____

Certificates of Deposit # _____ Value _____ Interest Rate _____

Certificates of Deposit # _____ Value _____ Interest Rate _____

Money Market Certificate Value _____ Interest Rate _____

Other Accounts _____

Date _____

Signature of Authorized Representative _____

Phone _____

Title _____

PLEASE RETURN TO:

**ANNUAL OWNER CERTIFICATION
SOUTH DAKOTA HOUSING DEVELOPMENT AUTHORITY
HOME Program
Rental Production Program**

| | | | |
|---------------|--|------|--|
| Owner Name: | | | |
| Address: | | | |
| Project Name: | | | |
| Address(s): | | | |
| City: | | Zip: | |

Total Units in Project _____ Date of Initial Occupancy _____

No. of Low Income Units _____

1. The Owner certifies that, **initially**:

a. At least 20% or more of the HOME assisted units in the Project had rents at or below Low HOME Rents and were occupied by individuals whose income was 50% or less of area median income. YES NO N/A

b. At least 70% or more of the remaining HOME assisted units in the project had rents at or below High HOME Rents and were occupied by individuals whose income was 60% or less of area median income. YES NO N/A

c. The remaining 10% of the HOME assisted units in the Project had rents at or below the High HOME Rents and were occupied by individuals whose income was 80% or less of area median income. YES NO N/A

2. **Subsequent to initial occupancy**, the Owner certifies that:

a. At least 20% or more of the HOME assisted units in the Project have rents at or below the Low HOME Rents and are occupied by individuals whose income is 50% or less of area median income. YES NO N/A

b. The remaining 80% of the HOME assisted units in the Project have rents at or below the High HOME Rents and are occupied by individuals whose income is 80% or less of area median income. YES NO N/A

3. For those projects that have elected to exceed the minimum set-aside requirements, at least _____% of the low income units are set-aside for households with incomes below _____% of the median income. YES NO N/A

4. The Owner certifies that each low-income unit has a gross rent (rent paid by tenant plus any utility allowance) that does not exceed the maximum allowed under the HOME Program.

YES NO

5. The Owner certifies that a determination has been made as to whether each tenant meets the low-income rental requirements on at least an annual basis using anticipated income. An income certification form for each low-income tenant (HOME Tenant Questionnaire, Form AM-505) and supporting documentation is available for inspection.

YES NO

6. The Owner certifies that each unit and building in the project is suitable for occupancy taking into account local health, safety, and building codes and HUD Housing Quality Standards.

YES NO

7. The Owner certifies that the utility allowance is reviewed annually and is obtained through the local PHA or directly from the applicable utility companies.

YES NO N/A

8. The Owner certifies that Equal Opportunity, Fair Housing, and Affirmative Marketing Guidelines and Regulations have been followed in all business transactions.

YES NO

*** Attach a narrative regarding Affirmative Marketing efforts during the past year.**

9. The Owner certifies that pursuant to Section 504 of the Rehabilitation Act of 1973:

a. Reasonable accommodation policies have been implemented.

YES NO

b. Appropriate auxiliary aids are available, if requested, to ensure effective communication with tenants/applicants with disabilities.

YES NO

c. Policy is in place to inform eligible persons with disabilities about the availability of accessible units and nondiscriminatory steps are taken to maximize utilization of such units by persons with disabilities.

YES NO

d. If applicable, Section 504 coordinator(s) have been designated.

YES NO N/A

*** Attach a copy of the current policy or policies addressing the above items.**

10. The owners certifies that they have encouraged the use of women and minority owned businesses in all bidding processes.

YES NO N/A

11. The owner certifies compliance with the requirements of the Davis-Bacon Act, Contract Work Hours and Safety Standards Act, and other applicable federal laws and regulations pertaining to Labor Standards.

YES NO N/A

12. The Owner certifies that all tenant facilities of any building in the project are provided on a comparable basis to all tenants in the building. YES NO
13. The Owner certifies that no tenants have been evicted or not had leases renewed, except as allowed by law. YES NO
14. The Owner certifies that all tenants have signed the "Lead Based Paint" form and have been given a copy. YES NO
15. The Owner certifies that if the income of tenants in low-income units increases, above the limit allowed, the tenant's rent is adjusted to 30% of the family's adjusted income or market rent, and the unit is marketed to an eligible tenant when vacated. YES NO
16. The Owner certifies that flood insurance is in effect, if required. YES NO N/A
17. The Owner certifies that any added requirements, as stated in the written agreements, have been adhered to. YES NO N/A

The **balance of the Replacement Reserve Account** is \$ _____ as of _____.
(date)

It is held in _____, _____, _____.
(Financial Institution) (City, State)

Provide a current bank statement reflecting the current balance.

The **balance of the Security Deposit Account** is \$ _____ as of _____.
(date)

It is held _____, _____, _____.
(Financial Institution) (City, State)

Provide a current bank statement reflecting the current balance.

The **property taxes** for the prior year _____ in the amount of \$ _____ were paid on _____. Attached is a copy of the paid tax receipt.

The **property insurance premium** in the amount of \$ _____, held by _____, was paid on _____.
(Insurer) (date)

Attached is a copy of the paid insurance receipt.

I declare and affirm under the penalties of perjury that the claim (petition, application, information) has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

Report Submitted By: _____
Name of Property/Owner

Signature of General Partner or Authorized Representative*

Owner Address _____

Phone Number _____ Date Submitted _____

** If completed and signed by other than the general partner, a signed and notarized authorization form must be on file at SDHDA. See Form AM-504 Designation of Authorized Representative*

AUTHORIZED REPRESENTATIVE DESIGNATION

I, _____ duly recognized owner of the HOME or Tax Credit Project known as _____ hereby authorize the following individual to act as representative and signatory to required documents in my behalf:

Name of Authorized Representative _____

Title of Authorized Representative _____

Address of Authorized Representative _____

I understand that this authorization will remain in effect until revoked by me in writing.

Dated this _____ day of _____.

Name of Owner

Signature of Owner

Owner Address

Owner City, State and Zip

State of _____)

County of _____)

On this _____ day of _____ 20_____, before me a Notary Public in and for the State of _____, personally appeared _____ known to me to be the person named in and who executed the foregoing instrument.

Notary Public _____

State of _____

(SEAL)

My Commission Expires _____

HOME Program Eligibility Release Form

| <p>HOME Program Eligibility Release Form</p> <p style="text-align: center;">South Dakota Housing Development Authority PO Box 1237 Pierre, SD 57501 (605) 773-3181</p> | <p>Information Covered: Inquiries may be made about items initialed by applicant/tenant.</p> | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|----------|-----------------------|----------|----------------------|--|--|----------------------|--|--|--------------------|--|--|---|--|--|---------------------------------|--|--|--------------------------------|--|--|--|--|--|
| <p>Purpose: Your signature on this HOME Program eligibility Release Form, and the signatures of each member of your household who is 18 years of age or older, authorizes the above-named organization to obtain information from a third party relative to your eligibility and continued participation in the:</p> <p>HOME TBRA Program HOME Homebuyer Program HOME Rental Rehabilitation Program HOME Homeowner Rehabilitation Program</p> <p>Privacy Act Notice Statement: The Department of Housing and Urban Development (HUD) is requiring the collection of the information derived from this form to determine an applicant's eligibility in a HOME Program and the amount of assistance necessary using HOME funds. This information will be used to establish level of benefit on the HOME Program; to protect the Government's financial interest; and to verify the accuracy of the information furnished. It may be released to appropriate Federal, State, and local agencies when relevant, to civil, criminal, or regulatory investigators, and to prosecutors. Failure to prove any information may result in a delay or rejection of your eligibility approval. The Department is authorized to ask for this information by the National Affordable Housing Act of 1990.</p> <p>Instructions: Each adult member of the household must sign a HOME Program Eligibility Release Form prior to the receipt of benefit and on an annual basis to establish continued eligibility. Additional signatures must be obtained from new adult members whenever they in the household or whenever members of the household become 18 years of age.</p> <p>NOTE: THIS GENERAL CONSENT MAY NOT BE USED TO REQUEST A COPY OF A TAX RETURN. IF A COPY OF A TAX RETURN IS NEEDED, IRS FORM 4506, "REQUEST FOR COPY OF TAX FORM" MUST BE PREPARED AND SIGNED SEPARATELY</p> | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;"></th> <th style="width: 15%;">Verification Required</th> <th style="width: 15%;">Initials</th> </tr> </thead> <tbody> <tr> <td>Income (all sources)</td> <td></td> <td></td> </tr> <tr> <td>Assets (all sources)</td> <td></td> <td></td> </tr> <tr> <td>Child Care Expense</td> <td></td> <td></td> </tr> <tr> <td>Handicap Assistance Expense (if applicable)</td> <td></td> <td></td> </tr> <tr> <td>Medical Expense (if applicable)</td> <td></td> <td></td> </tr> <tr> <td>Other (list) _____ _____</td> <td></td> <td></td> </tr> <tr> <td>Dependent Deduction ____ Full-Time Student ____ Handicap/Disabled ____ Family Member ____ Minor Children</td> <td></td> <td></td> </tr> </tbody> </table> <p>Authorization: I authorize the above-named HOME Participating Jurisdiction and HUD to obtain information about me and my household that is pertinent to eligibility or participation in the HOME Program.</p> <p>I acknowledge that:</p> <ol style="list-style-type: none"> (1) A photocopy of this form is as valid as the original. (2) I have the right to review the file and the information received using this form (with a person of my choosing to accompany me). (3) I have the right to copy information from this file and to request correction of information I believe inaccurate. (4) All adult household members will sign this form and cooperate with the owner in this process. | | Verification Required | Initials | Income (all sources) | | | Assets (all sources) | | | Child Care Expense | | | Handicap Assistance Expense (if applicable) | | | Medical Expense (if applicable) | | | Other (list) _____ _____ | | | Dependent Deduction ____ Full-Time Student ____ Handicap/Disabled ____ Family Member ____ Minor Children | | |
| | Verification Required | Initials | | | | | | | | | | | | | | | | | | | | | | | |
| Income (all sources) | | | | | | | | | | | | | | | | | | | | | | | | | |
| Assets (all sources) | | | | | | | | | | | | | | | | | | | | | | | | | |
| Child Care Expense | | | | | | | | | | | | | | | | | | | | | | | | | |
| Handicap Assistance Expense (if applicable) | | | | | | | | | | | | | | | | | | | | | | | | | |
| Medical Expense (if applicable) | | | | | | | | | | | | | | | | | | | | | | | | | |
| Other (list) _____ _____ | | | | | | | | | | | | | | | | | | | | | | | | | |
| Dependent Deduction ____ Full-Time Student ____ Handicap/Disabled ____ Family Member ____ Minor Children | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Head of Household – Signature, Printed Name, and Date: Family Member Head</p> | <p>Other Adult of Household – Signature, Printed name, and Date: Family Member #2</p> | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Other Adult of Household – Signature, Printed name, and Date: Family Member #3</p> | <p>Other Adult of Household – Signature, Printed name, and Date: Family Member #4</p> | | | | | | | | | | | | | | | | | | | | | | | | |

HOME PROGRAM LEASE AGREEMENT

The HOME Investment Partnership Program (hereafter known as the HOME Program) was first authorized in the National Affordable Housing Act of 1990 to expand the supply of long-term affordable housing for low income families. The South Dakota Housing Development Authority (SDHDA) was then designated as the agency to administer federal HOME Funds in South Dakota.

1. Parties and Dwelling Unit: The parties to this Agreement are _____, referred to as the Landlord, and _____, referred to as the Tenant. The Landlord leases to the tenant the unit numbered _____ and located at _____.
2. Length of Time (Term): The initial term of the Agreement shall be for one year unless by mutual agreement. This agreement shall begin on _____ and end on the last day of _____. After the initial term ends, the agreement will continue for successive terms of one month each unless automatically terminated as permitted by paragraph 19 of this agreement.
3. Rent: The tenant agrees to pay rent of \$ _____ per month. This amount is due on the first day of the month at the offices of _____ located at _____. The Tenant agrees to pay the Landlord the amount shown below, on the date the rent is due. The Landlord certifies that SDHDA has authorized the Landlord to collect the amount shown and that it is in accordance with the limits as required in the South Dakota HOME Program guidelines.
4. Changes in the Tenant's Rent: The Tenant agrees that the amount of rent the tenant pays may be changed during the term of this Agreement if:
 - a. new HOME rents are established by HUD;
 - b. changes in the Tenant's rent are required by annual recertification/or a change in family composition;
 - c. HOME procedures for computing the Tenant's rent change; or
 - d. the Tenant fails to provide information on family income, family composition, or other factors as required by the Landlord.

The Landlord agrees to implement changes in the Tenant's rent or any assistance payment only in accordance with the time frames and administrative procedures set forth by the HOME program. The Landlord agrees to give the Tenant at least 30 days advance written notice of any increase in the Tenant's rent except as noted in Paragraph 14. The Notice will state the new amount the Tenant is required to pay, the date the new amount is effective, and the reasons for the change in rent. The Notice

will also advise the Tenant that the Tenant may meet with the Landlord to discuss the rent change.

5. Condition of Dwelling Unit: By signing this Agreement, the Tenant acknowledges that the unit is safe, clean and in good condition. The Tenant also agrees that all appliances and equipment in the unit are in good working order.
6. Charges for Utilities and Services: The following charts describe how the cost of utilities and services related to occupancy of the unit will be paid. The Tenant agrees that these charts accurately describe the utilities and services to be paid by the Landlord and those to be paid by the Tenant.
 - a. The Tenant must pay for the utilities listed in Column 1 below. Payments should be made directly to the appropriate utility company. The items in column 2 are included in the Tenant's rent.

| Column 1 | | Column 2 |
|---|---------------------------|--|
| Put "X" by Utility Tenant Pays <u>Directly</u> | Type of <u>Utility</u> | Put "X" by Utility Included in <u>Tenant's Rent</u> |
| _____ | Heat | _____ |
| _____ | Lights, Elec. | _____ |
| _____ | Cooking | _____ |
| _____ | Water | _____ |
| _____ | Other (specify) | _____ |

7. Security Deposits: The Tenant has deposited \$_____ with the Landlord. The Landlord will hold this security deposit for the period the Tenant occupies the unit. Prior to the tenant moving from the unit, the owner and tenant will complete a Move-Out Inspection. At that time, the Landlord will determine whether the Tenant is eligible for a refund of any or all the security deposit. The owner will let the tenant know at that time whether the tenant is eligible for a refund.

The amount of the refund will be determined in accordance with the following conditions and procedures;

- a. The Landlord will refund to the Tenant the amount of the security deposit less any money needed to pay the cost of:
 - (1) unpaid rent;
 - (2) damages that are not due to normal wear and tear;
 - (3) charges for late payment of rent and returned checks;
- b. The Landlord agrees to refund the amount computed or to provide a written statement showing the specific reason(s) for the failure to return it within two

weeks after the Tenant has permanently moved out of the unit and the Landlord's receipt of the tenant's mailing address or delivery instructions.

- c. If the unit is rented by more than one person, the tenants agree that they will work out the details of dividing any refund among themselves.
 - d. The Tenant understands that the Landlord will not count the Security Deposit towards the last month's rent or towards repair charges owed by the Tenant in accordance with Paragraph 10.
8. Keys and Locks: The Tenant agrees not to install additional or different locks on any doors or window of the unit without the written permission of the Landlord. When this Agreement ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord.
9. Maintenance:
- a. The Landlord agrees to:
 - (1)
 - (2)
 - (3)
 - (4)
 - (5)
 - b. The Tenant agrees to:
 - (1)
 - (2)
 - (3)
 - (4)
 - (5)
10. Damages during tenancy: Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, the Tenant's family or visitors, the Tenant agrees to pay:
- a. the cost of all repairs and to do so within a time frame established by the owner and tenant, to be not less than 30 days after receipt of the Landlord's demand for the repair charges; and

- b. rent for the period the unit is damaged whether or not the unit is habitable.
11. Restrictions on Alterations: The Tenant agrees not to do any of the following without first obtaining the Landlord's written permission:
- a. Change or remove any part of the appliances, fixtures, or equipment in the unit;
 - b. Paint or install wallpaper or contact paper in the unit;
 - c. attach awnings or window guards in the unit;
 - d. attach or place any fixtures, signs, or fences on building(s), or the project ground;
12. General Restrictions: The Tenant shall use the premises only as a private dwelling for the individuals listed on the certification and recertification of tenant eligibility. The Tenant shall notify the Landlord when family composition changes.

The Tenant agrees NOT to:

- a. sublet or assign the unit, or any part of the unit;
 - b. use the unit for unlawful purposes;
13. Regularly Scheduled Recertification: Every year on or about the _____ day of _____, the Landlord will request the Tenant to report the income and composition of the Tenant's household and to supply any other information required by the HOME Program for determining the Tenant's rent. The Tenant agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The Landlord will verify the information supplied by the Tenant and use the verified information to recompute the amount of the Tenant's rent.
- a. If the Tenant does not submit the required recertification information by the date specified in the Landlord's request, the Landlord may impose the following penalties. The Landlord may implement these penalties only in accordance and time frames specified in the SDHDA regulations, handbooks, and instructions related to the administration of the HOME Program.
 - (1) Require the Tenant to pay the higher, HUD-approved Home market rent for the unit.
 - (2) Implement any increase in rent resulting from the recertification processing without providing the 30-day notice otherwise required by Paragraph 4 of this Agreement.
 - b. The Tenant may request to meet with the Landlord to discuss any change in rent resulting from recertification processing.
14. Tenant Obligation to Repay: If the Tenant submits false information on any application, or recertification, and as a result, is charged a rent less than the amount

required by the HOME Program, the Tenant agrees to reimburse the Landlord for the difference between the rent the Tenant should have paid and the rent the Tenant was charged. The Tenant is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow HOME procedures for computing rent or assistance.

15. Access by Landlord: The Landlord reserves the right to enter the unit at reasonable hours, except as prescribed in conjunction with the services provided, and to provide advance notice if reasonable, except when emergency situations make such notices impossible, and/or entry must be made in conjunction with services provided by Landlord.
 - a. The Tenant agrees to permit the Landlord, the Landlord's agents, or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections.
 - b. After the Tenant has been given notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective tenants during reasonable hours.
 - c. If the Tenant moves before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter, or otherwise prepare the unit for re-occupancy.
 - d. If the Tenant leaves any property in the rental unit after the end of the lease, the Landlord may dispose of the property according to the state abandoned property law.
16. Discrimination Prohibited: The Landlord agrees not to discriminate based upon race, color, religion, creed, national origin, sex, age, handicap, or familial status.
17. Change in Rental Agreement: The Landlord may, with the prior approval of SDHDA, change the terms and conditions of this Agreement other than changing the rent as provided for in Paragraph 4. Any changes will become effective at the end of the initial term or successive term. The Landlord must notify the Tenant of any change and must offer the Tenant a new Agreement. The Tenant must receive the notice at least 60 days before the proposed effective date of change. If the Tenant does not accept the new terms and conditions of the Agreement, Tenant must notify the Landlord within 30 days of effective date of new agreement that Tenant intends to terminate the tenancy.
18. Termination of Tenancy:
 - a. To terminate this Agreement, the Tenant must give the Landlord 30-days written notice, on the first day of the month, before moving from the unit. If the Tenant does not give the full 30-day notice, the Tenant shall be liable for rent up to the end of the 30 days for which notice was required or to the date the unit is re-rented, whichever date comes first.
 - b. Any termination of this Agreement by the Landlord must be carried out in accordance with HUD regulations, state and local law, and the terms of this

Agreement. No termination by an owner will be valid to the extent it is based solely upon expiration of an initial or subsequent renewal term of this Agreement. The Landlord may terminate this Agreement only for:

- (1) the Tenant's material noncompliance* with the terms of this Agreement. The term "material noncompliance" within the terms of this Agreement includes:
 - (a) one or more substantial violations of the lease;
 - (b) repeated minor violations of the lease that:
 - disrupt the livability of the project,
 - adversely affect* the health, or safety of any person or the right of any Tenant to the quiet enjoyment of the leased premises and related project facilities,
 - interfere with the management* of the project, or
 - have an *adverse financial effect* on the project;
 - (c) failure of the Tenant to timely supply all required information on the income and composition, or eligibility factors, of the Tenant household constitutes a substantial violation of the lease. Such violations include, but are not limited to:
 - failure to meet the disclosure and verification requirements for Social Security Numbers, (as provided by 24 CFR part 5),
 - failure to submit required evidence of citizenship or eligible immigration status (as provided by 24 CFR part 5), or
 - failure to sign and submit consent forms (as provided by 24 CFR part 5), or
 - to knowingly provide incomplete or inaccurate financial information; and
 - (d) non-payment of rent payable by the Tenant or any other financial obligation due under the lease beyond any grace period permitted under state law. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under state law constitutes a minor violation. *The Landlord's receipt of a tenant assistance payment on behalf of the Tenant shall not absolve the Tenant from the obligation to pay the Tenant Rent.*
- (2) the Tenant's material failure to carry out obligations under any State Landlord and Tenant Act;
- (3) any criminal activity that:
 - (a) threatens the health, safety, or right to peaceful enjoyment of the premises *by other Tenants*,
 - (b) threatens the health, safety, or right to peaceful enjoyment of their residences *by persons residing in the immediate vicinity* of the premises; or,
 - (c) threatens the health, or safety of any *on-site property management staff* responsible for managing the premises; or

- (d) any drug-related criminal activity on or near such premises, engaged in by a Tenant, any member of the Tenant's household, or any guest or other person under the Tenant's control; or
 - (4) other good cause which includes, but is not limited to, the Tenant's refusal to accept the Landlord's proposed change to this Agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term, but in no case earlier than 30 days after receipt by the family of the termination notice. The conduct of a tenant cannot be deemed "other good cause" under this section unless the owner has given the family prior notice that the grounds constitute a basis for termination of tenancy. The notice must be served on the family in the same manner as that provided for termination notices under paragraph d. (below) of this section and state and local law.
 - c. If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Tenant written notice of the proposed termination of tenancy. If the Landlord is terminating this Agreement for "other good cause," the Tenant must receive the termination notice at least 30 days before the date the Tenant will be required to move from the unit. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in state and local law. Any HUD-required notice period may run concurrently with any notice period required by state or local law.
 - d. *All termination notices must:*
 - (1) specify the date this Agreement will be terminated;
 - (2) state the grounds for termination with enough detail for the Tenant to prepare a defense;
 - (3) advise the Tenant that the Tenant has 10 days within which to discuss the proposed termination of tenancy with the Landlord. The 10-day period will begin on the earlier of the date the notice was hand-delivered to the Tenant or the day after the date the notice is mailed. If the Tenant requests a meeting, the Landlord agrees to discuss the proposed termination with the Tenant; and
 - (4) advise the Tenant of the Tenant's right to defend the action in court.
19. Penalties for Submitting False Information: If the Tenant deliberately submits false information regarding income, family composition, or other data on which the Tenant's eligibility or rent is determined, the Landlord may require the Tenant to pay the higher, HOME approved market rent for as long as the Tenant remains in the project. In addition, the Tenant could become subject to penalties available under Federal Law.
20. Contents of the Agreement: This Agreement and any approved attachments make up the entire Agreement between the Tenant and the Landlord regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other

terms of this Agreement will remain in effect; and both the Landlord and Tenant will continue to be bound by them.

21. The Tenant certifies that the Landlord has provided, and the Tenant has received a copy of this Agreement.

22. TENANT

BY: _____ Date Signed _____

LANDLORD: _____

BY: _____ Date Signed _____



Declaration of Section 214 Status

Notice to applicants and tenants: In order to be eligible to receive the housing assistance sought, each applicant for, or recipient of, housing assistance must be lawfully within the U.S. Please read the Declaration statement carefully and sign and return to the Housing Authority's Admissions Office. Please feel free to consult with an immigration lawyer or other immigration expert of your choosing.

I, _____ certify, under penalty of perjury 1/, that, to the best of my knowledge, I am lawfully within the United States because (please check the appropriate box):

- I am a citizen by birth, a naturalized citizen or a national of the United States; or
- I have eligible immigration status and I am 62 years or age or older. Attach evidence of proof of age 2/; or
- I have eligible immigration status as checked below (see reverse side of this form for explanations). Attach INS document(s) evidencing eligible immigration status and signed verification consent form.
 - Immigrant status under §§101(a)(15) or 101 (a)(20) of the Immigration and Nationality Act (INA) 3/; or
 - Permanent residence under §249 of INA 4/; or
 - Refugee, asylum, or conditional entry status under §§207, 208 or 203 of the INA 5/; or
 - Parole status under §§212(d)(5) of the INA 6/; or
 - Threat to life or freedom under §243(h) of the INA 7/; or
 - Amnesty under §245A of the INA 8/.

(Signature of Family Member)

(Date)

- Check box on left if signature is of adult residing in the unit who is responsible for child named on statement above.

HA: Enter INS/SAVE Primary Verification #: _____ Date: _____

[See reverse side for footnotes and instructions]

(1) Warning: 18 U.S.C 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000, or imprisoned for not more than five years, or both.

The following footnotes pertain to noncitizens who declare eligible immigration status in one of the following categories:

(2) Eligible immigration status and 62 years of age or older. For noncitizens who are 62 years of age or older and receiving assistance under a Section 214 covered program on June 19, 1995. If you are eligible and elect to select this category, you must provide proof of age. No further documentation of eligible immigration status is required.

(3) Immigration status under Section 101(a)(15) or 101(a)(20) of INA. A noncitizen lawfully admitted for permanent resident, as defined by Section 101(a)(20) of the Immigration and Nationality Act (INA), as an immigrant, as defined by Section 101(a)(15) of the INA (8 U.S.C. 1101(a)(20) and 1101(a)(15)), respectively [immigrant status]. This Category includes a noncitizen admitted under Section 210 or 210A of the INA (8 U.S.C. 1160 or 1161). [special agricultural worker status], who has been granted lawful temporary resident status.

(4) Permanent residence under Section 249 of INA. A noncitizen who entered the U.S. before January 1, 1972, or such later date as enacted by law, and has continuously maintained resident in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under Section 249 of the INA (8 U.S.C. 1259) [amnesty granted under INA 249].

(5) Refugee, asylum, or conditional entry status under Section 207, 208 or 203 of INA. A noncitizen who is lawfully present in the U.S. pursuant to admission under Section 207 of the INA (8 U.S.C. 1157) [refugee status], pursuant to the granting of asylum (which has not been terminated) under Section 208 of the INA (8 U.S.C. 1158) [asylum status]; or as a result of being granted conditional entry under Section 203(a)(7) of the INA (8 U.S.C. 1153(a)(7)) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity [conditional entry status].

(6) Parole status under Section 212(d)(5) of INA. A noncitizen who is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest under Section 212(d)(5) of INA (8 U.S.C. 1182(d)(5)) [parole status].

(7) Threat to life or freedom under Section 243(h) of INA. A noncitizen who is lawfully present in the U.S. as a result of the Attorney General's withholding deportation under Section 243(h) of the INA (8 U.S.C. 1253(h)) [threat to life or freedom]

(8) Amnesty under Section 245A of the INA. A noncitizen lawfully admitted for temporary or permanent residence under Section 245A of the INA (8 U.S.C. 1255a) [amnesty granted under INA 245A].

ETHNICITY AND RACIAL DATA

(Please Complete One form for every household member)

| | | |
|---|--|--|
| Name: (Last, First and MI) | | |
| Relationship to Head of Household | Head of Household Co-Head of Household Other Adult Non Member | Spouse Dependent Foster/Child/Adult |
| Social Security Number or TRACS ID | | |
| Ethnicity (Please Select One) | Hispanic or Latino | Non-Hispanic or Latino |
| Race (Please Select One) | American Indian or Alaska Native Black or African American White | Asian Native Hawaiian or other Pacific Islander |

Signature _____

Date Signed _____/_____/_____

Please check this box if you are completing this form for a minor (under 18)

HEAD AND CO-HEAD MANDATORY

Affirmative Fair Housing Marketing Plan

Affirmative Fair Housing Marketing AFHM Plan - Multifamily Housing

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity

OMB Approval No. 2529-0013
(exp. 1/31/2010)

| | | |
|---|---|--|
| 1a. Applicant's Name, Address (including City, State & Zip code) & Phone Number | 1c. Project/Contract Number | 1d. Number of Units |
| | 1e. Rental Range From \$ _____ To \$ _____ | 1f. Type of Housing <input type="checkbox"/> Elderly <input type="checkbox"/> Family <input type="checkbox"/> Mixed (Elderly/Disabled) |
| | 1g. Approximate Starting Dates (mm/dd/yyyy) Advertising _____ Occupancy _____ | |
| | 1h. Housing Market Area | |
| 1b. Development's Name, Location (including City, State and Zip code) | 1i. Census Tract | |
| 1j. Managing Agent's Name & Address (including City, State and Zip Code) | | |

| | |
|--|--|
| <p>2. Type of Affirmative Marketing Area (check all that apply) a. Plan <input type="checkbox"/> New <input type="checkbox"/> Update Reason for Update: _____ b. Area <input type="checkbox"/> White (non-minority) Area <input type="checkbox"/> Minority Area <input type="checkbox"/> Mixed Area (with _____ % minority residents)</p> | <p>3. Direction of Marketing Activity (Indicate which group(s) in the housing market area are least likely to apply for the housing because of its location and other factors without special outreach efforts)</p> <p><input type="checkbox"/> White <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Persons with Disabilities <input type="checkbox"/> Families with Children <input type="checkbox"/> Other _____ Specify _____ (e.g. specific ethnic group, religion)</p> |
|--|--|

4a. **Marketing Program: Commercial Media** (Check the type of media to be used to advertise the availability of this housing)

Newspapers/Publications Radio TV Billboards Other (specify) _____

| Name of Newspaper, Radio or TV Station | Group Identification of Readers/Audience | Size/Duration of Advertising |
|--|--|------------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

4b. **Marketing Program: Brochures, Signs, and HUD's Fair Housing Poster**

(1) Will brochures, letters, or handouts be used to advertise? Yes No If "Yes", attach a copy or submit when available.

(2) For development site sign, indicate sign size _____ x _____; Logo type size _____ x _____. Attach a photograph of sign or submit when available.

(3) HUD's Fair Housing Poster must be conspicuously displayed wherever sales/rentals and showings take place. Fair Housing Posters will be displayed in the Rental Office Real Estate Office Model Unit Other (specify) _____

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. 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 (OMB) control number.

The Affirmative Fair Housing Marketing (AFHM) Plan is used to ensure that insured and subsidized multifamily housing projects are taking necessary steps to eliminate discriminatory practices and to overcome the effects of past discrimination involving Federally insured and subsidized housing. No application for any housing project insured or subsidized under the Department of Housing and Urban Development's (HUD) housing programs can be funded without a HUD approved AFHM Plan (See the "Applicability" section in the instructions below.) Multifamily housing projects must have an updated AFHM Plan in effect for the life of HUD's mortgage insurance. The responses are required to obtain or retain benefits under the Fair Housing Act, Section 808(e)(5) & (6) and 24 CFR Part 200, Subpart M. The form contains no questions of a confidential nature.

Applicability: This form is to be completed by all insured or subsidized: multifamily housing projects.

Each applicant is required to carry out an affirmative program to attract prospective tenants of all minority and non-minority groups in the housing market area regardless of their race, color, religion, sex, national origin, disability, familial status, or religious affiliation. Racial groups include White, Black or African American, American Indian or Alaska Native, Asian, Native Hawaiian or Other Pacific Islander. Other groups in the housing market area who may be subject to housing discrimination include, but are not limited to, Hispanic or Latino, persons with disabilities, families with children, or persons with different religious affiliations. The applicant shall describe in the AFHM Plan the proposed activities to be carried out during advance marketing, where applicable, and during all rent ups.. The affirmative marketing program also should ensure that any group(s) of persons ordinarily **not** likely to apply for this housing without special outreach (See Part 3), know about the housing, feel welcome to apply and have the opportunity to rent.

INSTRUCTIONS

Send completed form to: your local HUD Office
Attention: Director, Office of Housing

Part 1-Applicant and Project Identification. Blocks 1a thru 1f-Self-Explanatory. Block 1g-the applicant should specify the approximate date for starting the marketing activities and the anticipated date of initial occupancy (if unoccupied). Block 1h-the applicant should indicate the housing market area, in which the housing will be (is) located. Block 1i - the applicant may obtain census tract location information from local planning agencies, public libraries and other sources of census data. Block 1j the applicant should complete only if a Managing Agent (the agent can not be the applicant) is implementing the AFHM Plan.

Part 2-Type of Affirmative Marketing Plan: Applicants for multifamily housing projects should indicate the status of the AFHM Plan, e.g. new or

update. Please provide the reason for the current update. (Section 7 may be used if additional space is needed. The AFHM Plan should also indicate the racial composition of the housing market area in which the housing will be (is) located by checking one of the three choices.

Part 3-Direction of Marketing Activity. Indicate which group(s) the applicant believes are least likely to apply for this housing without special outreach. Consider factors such as rent for housing, sponsorship of housing, racial/ethnic characteristics of housing market area in which housing will be (is) located, disability, familial status, or religious affiliation of eligible population, public transportation routes, etc.

Part 4-Marketing Program. The applicant shall describe the marketing program to be used to attract all segments of the eligible population, especially those groups designated in Part 3 of this AFHM Plan as present in the housing marketing area and are least likely to apply. The applicant shall state: the type of media to be used, the names of

newspaper/call letters of radio or TV stations; the identity of the circulation or audience of the media identified in the AFHM Plan (e.g., White, Black or African American, American Indian or Alaska Native, Asian, Native Hawaiian or Other Pacific Islander, Hispanic or Latino, persons with disabilities, families with children, and religious affiliation) and the size or duration of newspaper advertising or length and frequency of broadcast advertising. Community contacts include individuals or organizations that are well known in the housing market area or the locality, that can influence persons within groups considered least likely to apply. Such contacts may include, but need not be limited to: neighborhood, minority and women's organizations, grass roots faith-based or other community based organizations, labor unions, employers, public and private agencies, disability advocates, schools and individuals who are connected with these organizations and/or are well-known in the community. Applicants should notify their local HUD–Office of Housing of any changes to the list in Part 4c of this AFHM Plan.

Part 5-Future Marketing Activities. Self-Explanatory.

Part 6-Experience and Staff Instructions.

- 6a. The applicant should indicate whether he/she has had previous experience in marketing housing to group(s) identified as least likely to apply for the housing.
- 6b. Describe the instructions and training provided or to be provided to rental staff. This guidance to staff must include information regarding Federal, State and local fair housing laws and this AFHM Plan.

Copies of any written materials should be submitted with the AFHM Plan, if such materials are available.

Part 7-Additional Considerations. In this section describe other efforts not previously mentioned which are planned to attract persons least likely to apply for the housing

Part 8-Review and Update. By signing, the applicant assumes full responsibility for

implementing the AFHM Plan, and for reviewing and updating the Plan at least every 5 years. HUD may monitor the implementation of this AFHM Plan at any time and request modification in its format or content, where deemed necessary.

Notice of Intent to Begin Marketing. No later than 90 days prior to the initiation of rental marketing activities, the applicant with an approved AFHM Plan shall submit notice of intent to begin marketing. The notification is required by the Affirmative Fair Housing Marketing Plan Compliance Regulations (24 CFR Part 108.15). It is submitted either orally or in writing to the Office of Housing in the appropriate HUD Office servicing the locality in which the proposed housing will be located.

OMB approval of the Affirmative Fair Housing Plan includes approval of this notification procedure as part of the AFHM Plan. The burden hours for such notification are included in the total designated for this AFHM Plan form.