# TENANT SELECTION AND ASSIGNMENT PLAN

### Qualifying for Admission to Federal Public Housing

The policy of SHA is to admit only applicants who meet the following criteria:

1. Is a household.

1. At least one household member must be a U.S. citizen or have eligible immigration status as required by HUD.

1. Must provide or authorize SHA to obtain documentation of Social Security numbers for all household members, or HUD issued Alternative Identification Numbers for household members who do not have Social Security numbers.

1. Meet SHA’s screening criteria, including completing a SHA-approved pre-occupancy orientation session as required.

1. Applicants who own real estate property in which s/he can legally reside are not qualified unless:

* 1. A household member or members are unable to reside in the property because of domestic violence; or
  2. The applicant is making a good faith effort to sell the property.
  3. The property is owned in a country where there is verifiable evidence that the household would face retribution or repression were they to return to the country where the property is owned.

1. Unless up-to-date on a payback agreement, applicants cannot owe any money to SHA, other Public Housing Authority or owner of state or federally assisted housing. If the applicant cannot enter into a payback agreement, the debt must be paid in full.

1. Applicants must be able to obtain utility service applicable to the particular site, and if requested, provide evidence of service. Service must be in the name of the head of household, co-head, or spouse of the head of household.

1. Applicant has income that does not exceed HUD’s established income limits or SHA’s asset limits for program eligibility.

### Screening Applicants for Admission

1. All applicants will be screened in accordance with this ACOP.

1. SHA typically relies on third party verifications to determine an applicant’s ability to comply with the terms of the SHA’s lease.

1. The lease is the basis for screening of applicants under this policy. To confirm an applicant’s eligibility and in accordance with SHA’s tenant selection procedures, SHA reviews the past five (5) years of housing history. Eligibility hinges on an applicant’s ability to show that she/he can comply with the terms of SHA’s lease as follows:

* 1. To pay rent and other charges, such as utility bills, in a consistently timely manner;

* 1. To care for and avoid damaging the apartment and common areas;

* 1. To use facilities and equipment in a reasonable way;

* 1. To create no health, or safety hazards, and to report maintenance needs in a timely manner;

* 1. Not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;

* 1. Not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other households or staff;

* 1. Not to engage in drug-related criminal activity on or off the premises; and

* 1. To comply with necessary and reasonable rules and program requirements.

1. Applicants whose housing situations make it difficult for SHA to determine whether or not the applicants are able and willing to comply with lease terms have to demonstrate the ability and willingness to comply with lease terms with or without a reasonable accommodation. SHA considers alternative means of demonstrating the ability and willingness to comply with the lease terms such as:

* 1. Proven ability to make regular, recurring payments;

* 1. Proven ability to comply with rules similar to lease requirements; or

* 1. Other reasonable evidence of the ability and willingness to comply with a lease.

1. Applicants must be able to demonstrate the ability and willingness to comply with the terms of SHA’s lease, either alone or with assistance, at the time of admission. Availability of assistance in complying with the lease is subject to verification by SHA.

1. If an applicant or a member of his/her household owes money to SHA, other Public Housing Authority or owner of state or federally assisted housing, the applicant is rejected, unless s/he is current on a payback agreement. If the applicant owes money to SHA or another Public Housing Authority, and there is no payback agreement in place, then the debt must be paid in full prior to determination of final eligibility. Failure to make full payment will result in a finding of ineligibility.

1. SHA will reject an applicant if any household member has been evicted from any state or federally assisted housing for drug related criminal activity in the past five (5) years. However, SHA may admit the applicant if SHA determines that:

* 1. The applicant can provide documentation that the household member that was evicted has successfully completed a supervised drug rehabilitation program; or

* 1. The household member that was evicted has died, is imprisoned or is in some other way permanently incapacitated and physically unable to enter SHA property; or

* 1. The applicant’s household will not include the household member that was evicted and agrees not to allow that member on the property.

1. SHA will reject applicants if SHA determines that:

* 1. Any household member was convicted of manufacture or production of methamphetamine on the premises of any federally assisted housing; or

* 1. Any household member is subject to a lifetime registration requirement under a State sex offender registration program.

1. SHA may reject an applicant if SHA determines that:

* 1. Any member of the household is currently engaging in illegal use of a drug; or
  2. SHA has reasonable cause to believe that a household’s illegal use or patter of illegal use of a drug, may threaten the health, safety, or right to peaceful enjoyment of the premises by other households; or

* 1. Any member of the household’s abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other households; or

* 1. Any member of the household is fleeing to avoid prosecution, or custody or confinement after conviction, for a felony crime; or

* 1. Any household member has a criminal history of violence against persons or properties, or serious drug related offense. Criminal incidents may include but are not limited to:

* + - Homicide or murder, arson, armed robbery, drug trafficking, drug distribution, drug manufacture, domestic violence, weapons offenses, criminal sexual assault, home invasion, child molestation and other crimes against children.

* 1. Any household member has a criminal history in the past five (5) years that involves crimes against persons or property including but not limited to:

* + - Vandalism or destruction of property, possession of illegal drugs, threats or harassment, assault or fighting, burglary or breaking and entering, robbery.

* 1. Any household member has outstanding warrants or pending criminal proceedings related to any of the criminal activities listed in (a.) - (f.), above.

1. An applicant that has intentionally misrepresented information related to eligibility, preference for admission, housing history, allowances, household composition or rent will be rejected.

• SHA will move to evict any household admitted on the basis of misinformation.

1. Screening Applicant Claiming Mitigating Circumstances:

* 1. If negative information is received about an applicant, SHA will consider the time, nature, and extent of the applicant’s past conduct and factors (also referred to as mitigating circumstances) that might indicate favorable future conduct. To be considered, the factors indicating favorable future conduct must be verifiable.

* 1. SHA will consider applicants with negative behavior in their recent past if s/he can document, to SHA’s satisfaction, that s/he has been rehabilitated.

1. An applicant with a disability that believes a denial is connected to his/her disability is advised to seek reasonable accommodation prior to requesting an informal meeting or Conference Panel.

1. Once status is determined, qualified and unqualified applicants are contacted.

* 1. Qualified applicants are notified in writing by SHA that his/her file has been certified (approved) and are either offered a unit or are provided an estimated waiting time for an offer.

* 1. A Notice of Rejection is sent to unqualified applicants. The notice states a brief reason for the rejection and offers the applicant the opportunity for an informal hearing.

* 1. If SHA’s rejection is based on an applicant’s criminal history, a copy of the criminal history report and the part of the criminal record that makes the applicant unqualified will be included with the notice of rejection.

* 1. If applicants dispute the reason for rejection they have the right to have the decision reviewed.

* + - Applicants receiving Notices of Rejection can request to have the denial reconsidered by the eXEDirector or a designee by submitting a request within ten (10) business days of receipt of the denial.

* 1. If an application is denied, the applicant cannot reapply for one (1) year after the date of the final denial.

### Making Apartment Offers

1. For apartments with **accessible features,** offers are made in the following order:

* 1. Approved transfer household that needs the apartment features and resides at that SHA site;

* 1. A household from the waitlist(s) that needs the apartment features;

* 1. Any waitlist household, including households that do not need the apartment features.

1. Apartments in **elderly sites** are offered to New Admissions from the waitlist in the following order:

* 1. Elderly/non-elderly applicants, sorted by time and date of application;

1. When making an offer to a qualified applicant, SHA will match the apartment available to the highest placed certified applicant for an apartment of that size, type and special features (if applicable). Remember, the applicant’s placement on the waitlist is determined by date/time of application. The only time that applicants are taken out of order is when the apartment being offered has accessible features and the next applicant household that needs the features is further down on the waitlist or if the apartment is an efficiency unit and the next applicant has indicated that (s)he does not want an efficiency.

1. The applicant must accept any apartment offered within seven (7) business days of the date the offer is communicated (by phone or from the delivery day if by mail, or the method of communication designated by an applicant household with disabilities).

* 1. If the applicant fails to respond to the offer of an apartment within the seven (7) business days’ time period, s/he will be removed from the waitlist.

* 1. After sixty (60) days, applicants withdrawn from the waitlist during screening for failure to respond, have the opportunity to show good cause for not responding, but have no rights to appeal if SHA does not see good cause for reopening the application.

* 1. If the applicant declines the offer of an apartment without good cause, his/her application will be removed from the waitlist and will be unable to reapply for one (1) year.

* 1. If SHA moves to remove the applicant from the waitlist for rejection of an apartment, SHA will forward a letter by first class mail, informing the applicant of the action and offering the applicant an opportunity to appeal the removal to the SHA.

* 1. SHA does not remove an applicant from the waitlist if reasonable circumstances prevented the applicant from responding to an offer.

* 1. SHA allows extensions to the seven (7) day time period when there are reasonable circumstances.

1. “Good cause” refusals of apartment offers do not result in removal from the waitlist. The applicant must be able to document one of the situations below in order to show “good cause”:

* 1. The applicant is willing to move but it is unable to do so at the time of the offer because of temporary hospitalization or recovery from illness of the head of household, other household members or live-in aide;

* 1. The applicant demonstrates that acceptance of the offer would place a household member’s life, health or safety in jeopardy; or

* 1. The apartment is inappropriate for the applicant’s disabilities, or the household does not need the accessible features of the apartment offered and does not want to be subject to the thirty (30) day notice to move contained in SHA’s lease.

1. When it becomes necessary to offer an accessible apartment to a non-disabled applicant/current household, SHA will require the household to agree, in writing, to move to an available non-accessible apartment within thirty (30) days from when the accessible features of the apartment are needed by a current household or an applicant from the waitlist. This requirement is also reflected in the lease or addendum to the lease signed with the applicant household.

### Showing Apartments and Leasing Requirements

1. Applicants may, when feasible, have an opportunity to see the apartment being offered before they accept the offer and lease the apartment**.**

1. If SHA offers apartments that are not “ready,” meaning that SHA is still preparing the apartment for a new occupant, the Program Coordinator will verbally describe the remaining work to be completed and at the request of the prospective tenant will provide this information in writing.

* 1. Applicants who are offered and then shown an apartment that is not “ready” are not exempted from the seven (7) day time limit noted above.

* 1. An applicant refusing with good cause will be offered another apartment in the same site when one becomes available.

* 1. The applicant will pay the pro-rated rent at the time of lease-up. If the lease-up date is within ten (10) days of the end of the month, the applicant must pay the pro-rated rent plus the rent for the following month.

* 1. SHA will not move a household into an apartment that does not meet basic habitability standards, including applicable HUD and SHA occupancy standards and the State Sanitary Code.

1. The head, spouse, and other co-head of the household and an authorized representative of SHA must sign the lease prior to move in.

\*If a household transfers from one apartment to another, the Program Coordinator will execute a new lease for the new apartment.

1. At the time of leasing, the new household will receive a copy of SHA’s lease and the following attachments:

* 1. Resident Orientation Packet and Handbook;

* 1. Pet Policy (if applicable);

* 1. Any additional amendments or riders;

* 1. LEP statement;

* 1. Lead paint notification;

* 1. “How to Pay Your Rent” handout;

* 1. Community Service Notice;

* 1. Statement on Reasonable Accommodation and Accessibility; and

* 1. VAWA statement.

### Occupancy Guidelines

1. Only families of the appropriate size will be allowed to occupy apartments. This policy maintains the quality of the apartments, while preserving them from excessive wear and tear or underutilization. Exceptions to apartment size may be made in the case of a reasonable accommodation for a person with disabilities.

1. The following principles govern the size of the apartment for which an applicant will qualify:

* 1. Generally two (2) people are expected to share a bedroom.

* 1. Children of the same sex, eighteen (18) years of age and below, whose birth dates are more than ten

(10) years apart, will not be required to share a bedroom.

* 1. Children of opposite sexes will not be required to share a bedroom.

* 1. Adults (eighteen (18) and over) who are spouses are required to share a bedroom.

* 1. Adults (eighteen (18) and over) who are co-heads are not required to share a bedroom, but may do so at their request.

* 1. Adults (eighteen (18) and over) who are neither spouses nor co-heads are not required to share a bedroom although they may do so at their request.

* 1. A single head of household parent will not be required to share a bedroom with his/her child, although they may do so at their request.

* 1. In elderly/disabled developments, a live-in aide may be assigned a bedroom but will not be added to the lease.

* 1. SHA does not permit a live-in aide’s household members to reside in the apartment.

* 1. Occupancy standards are subject to the State Sanitary Code.