

McKENZIE PARK APARTMENTS
TENANT PROCESSING, TENANT SELECTION
AND
UNIT ASSIGNMENT POLICIES AND PROCEDURES

A. Procedure for Accepting Applications and Screening Tenants

All tenant selection will be as established and regulated by applicable program requirements with USDA-RD. Anyone selected for occupancy must meet the qualifications for these programs as they apply to the community.

Applications will be available at the on-site office for pick-up or can be mailed or faxed upon request. A copy may also be downloaded from the property page of the website, www.evergreenconstructionco.com. Applications will be accepted from all interested parties. Assistance can and will be provided on an as-needed basis in the preparation of applications. If an application is incomplete or if additional information is needed, the applicant will be promptly notified of the deficiency via phone and mail. Applications will not be noted with a time and date stamp or added to the waiting list until it is complete. Complete applications will be noted with a time and date noted in the top right corner of the first page. Applicants will be notified via mail that the application is complete and has been added to the waiting list and they will be notified when a unit is available at the desired size and income qualification in chronological order according to the time completed application is submitted.

Applications may be returned in person or via mail to the site office address included on the cover letter attached to the application. All applications should be completed in their entirety and include a check or money order payable to Evergreen Construction in the amount of \$25 for each adult member of the household or \$25 only for a married couple.

Each applicant will be interviewed by a representative of the rental community as a part of the screening process. Information gained from this interview and the application will be used to help management gain access to the following criteria which will then be utilized to determine the acceptance or rejection of an application.

1. Household income.
2. References from former landlords during the previous five years for all members of the household.
3. Credit reports and credit references (refer to Credit Policy) for the applicant and any co-applicants.
4. Criminal background/court reports obtained through Online Rental Exchange via CrimSafe for all memberse of the household age 18 years and older, including live in care attendants.

Note: Applicants have the right to submit with the application any evidence of circumstances relating to their criminal background or history that may be attributable to a disability as a reasonable accommodation.

“This institution is an equal opportunity provider and employer”



EQUAL HOUSING OPPORTUNITY



B. Fair Housing and Equal Opportunity Requirements

It is the policy of the rental community and the landlord to comply with all federal, state or local fair housing laws, as well as all Equal Opportunity requirements in USDA-RD administrative procedures.

No applicant or tenant will be discriminated against based on race, color, religion, sex, sexual orientation, gender identity, national origin, familial status or disability. Equal Housing and Accessibility logos will be used on advertisements and tenant documents.

Management and their respective employess will comply with the Fair Housing Act, the 1988 Fair Housing Amendments Act, Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974), Executive Order 11063, the Violence Against Women Act (VAWA), the Age Discrimination Act of 1975, Section 504 of the Rehilitation Act of 1973, and any legislation protecting the individual rights of residents, applicants, or staff which may subsequently be enacted. Reasonable steps will be taken to ensure meaningful access to the property and its programs by persons with Limited English Proficiency (LEP), those Oral Language Services (i.e. Interpretation) and Written Language Services (i.e. Translation) that may be required in connection with the implementation of this Plan.

C. Assistance for Limited English Proficiency

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and Executive Order 13166 require that recipients of federal funds take responsible steps to ensure meaningful access by persons with limited English proficiency (LEP), those Oral Language Services (i.e. Intrepretation) and Written Language Services (i.e. Translation) that may be required in connection with the implementation of this Plan. The landlord will seek aid to assist LEP applicants using but not limited to the following methods:

1. provide an interpreter, free of charge thru Carolina Association of Interpreters and Translators
2. enlist community volunteer interpreters
3. allow family members or friends as interpreters
4. use telephone interpreting services
5. use internet translation services

D. Acceptance of Applicants

The following criteria must be met to be considered eligible:

1. This is a family rental community accepting applications for all households regardless of age.
2. The household's gross annual income must fall at or below the applicable income limit or the applicant is otherwise ineligible as established by program requirements. (See Appendix A for maximum income limits).

Likewise, the household must have a minimum income as established by the landlord (See Appendix A for minimum income limits).

3. The family size must be appropriate for the size of the unit(s) available based on the following occupancy standards:

<u>Number of Bedrooms</u>	<u>Occupants</u>	
	<u>Min.</u>	<u>Max.</u>
1	1	3
2	1	5
3	1	7

In determining unit size, include:

- a. All full-time members of the household.
- b. A live-in attendant.

Bedroom space will not be provided for non-household members such as adult children on active military duty, permanently institutionalized family members, or visitors.

4. The applicant must have acceptable landlord references. Landlord references will be obtained for each applicant for the previous five years. The references will review if the applicant is current on rent payments, the number of times late, if court action has been taken at any time, how well the rental community has been maintained, whether or not there have been unauthorized occupants and whether the landlord would lease to the applicant again. Each one is considered individually and any negative remarks could result in a denial of the application. Applicants participating in a rent subsidy program which includes risk mitigation tools for landlords such as allowing special claims will not be denied solely on a negative reference or credit reporting for unpaid rent or money owed to a previous landlord. Any applicant who owes past due funds to a previous landlord or to an electric company or municipality for water/sewer (if applicable) will be denied until all funds that are past due have been paid.
5. The applicant and co-applicants must meet the credit policy (refer to Credit Policy).
6. All household members age 18 years of age and older must meet the criminal policy (refer to Criminal Screening Policy).
7. All applications will be reviewed based on the criteria listed in the afore noted policies and no application will be denied solely based on the reliance of state and federal housing vouchers.

If an applicant has been notified of an upcoming available unit and they are interested, their application is processed as noted above. Upon approval of all criteria the applicant will be notified via phone and letter of acceptance of an available unit. The applicant has five (5) business days to respond to accept or deny the unit. A unit is not usually held for more than 30 days to allow an applicant to provide notice to a prior landlord. Extenuating circumstances will be reviewed and evaluated on an individual basis for additional time. Should the applicant not respond within the five (5) business days, they will be removed from the waiting list and the unit will be offered to the next qualified household on the waiting list. (See I. Withdrawal of Applicant for more details.)

E. Violence Against Women Act (VAWA), public law 109-162

In order to protect certain victims of criminal domestic violence, sexual assault or stalking, as well as members of a victim's immediate family, from losing their housing as public assistance as a consequence of the abuse this law prohibits the eviction, denial or and removal of assistance from certain persons living in federally assisted housing if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault or stalking as defined in Section 3 of the United States Housing Act of 1937 and amended by VAWA (42 U.S.C. 13925).

Being a victim does not automatically make an individual or household eligible for federally funded housing or assistance. No preference has been established. Applications for housing by victims of domestic violence will be placed in chronological order of receipt on the waiting list as established herein.

No application will be denied solely for eviction from a prior landlord if it was a result of being a victim of domestic violence or criminal activity directly related to domestic violence. Nor will an existing tenant be evicted for the same.

The following is needed in order to document the victim of domestic violence: police or court records documenting the incident or statements from a service provider, attorney, medical professional etc. This information can be submitted with the application or within 14 days of the request for the documentation. All information obtained will be kept confidential unless the victim consents in writing, the information is required for eviction proceedings

or otherwise required by law.

F. Reasonable Accommodations and Modifications

Reasonable accommodations/modifications are available to persons with disabilities who have a verifiable need. A reasonable accommodation is an exception made to the usual rules or policies made necessary because of a disability for the person to use and enjoy a rental community. Modifications are changes to the physical structure. The Fair Housing Act defines a disability as a physical or mental impairment that substantially limits one or more major life activities. The Supreme Court has determined that to meet this definition a person must have an impairment that prevents or severely restricts the person from doing activities that are of central importance in most people's daily lives.

Requests can be made to the site manager by or on behalf of an applicant. If the disability and the need for the requested accommodation is obvious, the site manager will have the applicant/resident complete the Reasonable Accommodation Request (non-verified). The completed form should be submitted to the 504 Coordinator of Evergreen Construction Company for processing. If the disability and or need is not obvious, the Reasonable Accommodation Verification form will need to be completed and sent to the medical professional or authorized person to verify the need. Once the form is completed and verified, submit to the 504 Coordinator for processing.

The applicant's inability to complete the form will not be a factor; site management will assist in any way necessary to complete the applicant's portion of the form. However, a form is not required in order to make a request.

Reasonable accommodations can be submitted at the time of application or at any time during occupancy. Each request will be reviewed on a case by case basis, as soon as possible but within thirty (30) days of receipt, to confirm the need and reasonableness of the request. If the reasonable accommodation request is submitted, the unit will be held until the request determination is finalized and communicated in writing to the applicant. If the need is verified and determined reasonable the request will be granted. If not, the individual will be notified in writing of the denial along with an explanation of the decision. In the event the reasonable accommodation is for an available unit, upon denial notification, eight (8) business days will be given for the applicant to challenge the decision prior to renting to another qualified applicant.

Reasonable accommodations/modifications will be made when a disabled applicant/resident can demonstrate a nexus between their disability and the requested accommodation/modification, that will allow the person to have an opportunity to use and enjoy their housing choice.

G. Waiting List/ Unit Assignment

A waiting list will be maintained chronologically, in order by date and time of receipt of the application. The list will include the maximum income qualification based on estimated income at the time of application as well as the desired unit size. The landlord will update the waiting list on a regular basis, at least every 90 days, to note any changes that may have occurred since the application was submitted. Applicants will be notified of available units in chronological order based on the available unit size and the qualifying restricted income set aside. Applicants will be given a choice of all available units at the time of their admission. If the applicant is ready to move, the application will be processed for approval. If the applicant is still interested but currently unable to move, the waiting list will be documented with the updated information and the applicant will be moved to the bottom of the waiting list. The landlord will continue moving through the waiting list in chronological order until a qualified applicant fills the available unit(s).

The property contains two (2) units which are specifically designed to accommodate persons with mobility impairments and one (1) of these units has additional features for the hearing and/or visually impaired. Preference for occupancy of these units will be given to disabled individuals or families who require the accessibility features provided in the units. No non-disabled applicants or disabled applicants who do not require the accessibility features provided will be offered these units until all eligible disabled applicants or current residents

have been considered. Existing residents approved for transfer to an accessible unit will be given preference over qualified applicants. Accessible units will be offered to and accepted by non-disabled applicants only with the understanding that such applicants must agree to transfer to a non-accessible unit at a later date if a person with a disability requiring the unit applies for housing and is determined eligible.

Preference will be given to households wanting to transfer with an approved special accommodation, provided the accommodation was approved prior to the processing and approval of another applicant on the waiting list for the next available unit.

Preference will be given to households that have been inadvertently displaced or face imminent involuntary displacement from their current housing due to government action, loss of housing assistance, or natural disaster.

Units available at the 50% set aside will be offered in chronological order on the waiting list. Available units at set asides lower than 50% will first be offered to a in-house resident who may qualify at this set aside based on the household paying the highest percentage of their income towards rent. The assignment will be based on income verified at the most recent certification for each household. If there are no current residents in need of the lower rent set aside, it will be available to the next household on the waiting list qualifying for the set aside.

If a household is at a lower set-a-side and the household income increases at re-certification, the set aside will remain the same until the income increase reaches the next highest set aside. At that time, it will be necessary to move the household to this income and rent set aside.

Applications are always accepted for the waiting list. Rental communities are advertised on the website (www.evergreenconstructionco.com). Other advertising may be done in the local area newspapers.

H. Rejection of Applicants

If the applicant is rejected for housing, prompt written notification will be provided advising the applicant of the grounds for rejection via certified mail with the Applicant Notification Letter. If based on information received from a third party, contact information will be provided so the rejected applicant can investigate and challenge the adverse information. Except in situations where the income exceeds the income limit, applicants have the right to appeal.

Appeals should be made within ten (10) business days from the date of the denial notification letter, in writing to:

Attention: Annette Curtis
Evergreen Construction Company
7706 Six Forks Road
Raleigh, NC 27615
annette@eccmgt.com

If assistance is needed in putting the appeal in writing, please contact Annette Curtis as 919-848-2041, ext. 204. Persons with disabilities have the right to request reasonable accommodations. If additional time is required to dispute the findings, the time may be extended an additional eight (8) business days. All appeals are considered on a case by case basis. Should the applicant show mitigating circumstances beyond their control resulted in the denial then the application decision may be changed to approval. Circumstances may include but are not limited to financial hardships related to a medical issue or a temporary loss of job where the applicant can show steps made to remedy the situation. All appeal decisions will be submitted to the applicant in writing with explanations of the decision made.

I. Withdrawal of Applicants

Applicants will be withdrawn from the waiting list if:

1. After reasonable attempts, the applicant cannot be contacted. The landlord will try to reach the applicant at the phone numbers submitted on the application. A letter will be sent to the address submitted on the application with notice of five (5) business days to contact the site office with their updated information and intent to move. If no response is received from either method, the name will be removed and a second letter will be sent to notify the applicant of their removal from the waiting list.
2. The applicant refuses an apartment when one is made available to them. In cases of hardship for reasons such as documented health problems, the applicants name will remain in place on the waiting list in chronological order.

If the applicant simply does not want the apartment at the time offered, but is still interested in an apartment in the future, their name will be moved to the bottom of the waiting list. If the applicant is offered an apartment a second time and it is refused, the applicant will be notified in writing and will be removed from the waiting list. Any future interest in the property will require beginning the application process over again.

J. Transfer Policy

Transfers can be made within a building or between buildings within the rental community. Anyone desiring to move to another rental community will need to complete an application, pay the application fee and be processed for approval as a new applicant.

Transfers will be allowed if the following criteria are met:

- The entire household makes the transfer and no additions are made to the household at the time of the move
- At least three months of the initial lease has been fulfilled.

Tenants desiring to transfer should notify the site manager in writing to be added to the applicant waiting list in chronological order. No fees will be charged for a transfer. At the time of transfer, the current income certification will transfer with the household and anniversary/recertification and lease end dates will remain the same. The security deposit will be transferred to the new unit less any funds owed for damages to the original unit. The full security deposit for the new unit must be paid within 30 days.

If the transfer is approved based on a request for special accommodations (family size; change in household composition; medical reasons, inclusive of physical, behavioral, and mental health; need for accessible unit; need for reasonable accommodation), the household will receive preference on the waiting list for the next available unit based on qualifying occupancy size and income set aside.

Should an applicant be housed in a unit with handicapped features due to the unavailability of non-handicapped units, but does not need the type features found in a handicapped designed unit, the applicant must agree to transfer to the first available non-handicapped unit, should an applicant be approved for housing who is in need of the handicapped designed unit and its features. Applicant agrees to transfer within thirty (30) days of written notification from the landlord.

K. Student Eligibility

Households composed entirely of full-time students are not eligible unless one of the following exceptions is met:

1. All members are married & entitled to file a joint tax return
2. At least one student is enrolled in a program similar to JTPA or work force
3. At least one student was previously in the foster care program
4. At least one student receives TANF
5. The household is comprised of a single parent and child(ren), none of which are dependents of another individual, except in situations where the other parent claims minor children.

Full-time student is determined by the classification of the educational institution or any student taking more than 6 credit hours. A student attending an online institution is only considered full-time when there is no campus in NC.

Full-time student households are ineligible if they have been full-time for any part of 5 months in the calendar year.

L. Pet Policy

No pets are allowed in this community.

M. Service and Assistance Animals

Service animals, which are animals trained to perform a task, and assistance animals, which include emotional support animals, are allowed with approval of a reasonable accommodation. No fees are charged for these animals. The tenant must provide to the landlord proof of the animal's good health and suitability under the standards set forth under the guidelines defined below. In addition, proof must be given, and renewed annually, of the animal's licensing and vaccination record, together with proof of spaying or neutering.

1. Tenant agrees to follow any applicable governmental laws and regulations such as, but not limited to licensing, inoculations, etc.
2. Tenant affirms that the animal is quiet and housebroken and will not cause any excess damage or annoy other tenants. Tenant further affirms that the animal will not pose a threat or hazard to any third party that comes in contact with the animal.
3. Tenant agrees that the animal will not be permitted outside the tenant's unit, unless restrained on a leash. Tenant will be responsible to clean up completely behind animal. All animal waste including cat litter shall be cleaned up immediately and disposed of in sealed plastic trash bag and placed in trash receptacle.
4. Tenant shall not permit the animal to cause any damage, discomfort, annoyance, nuisance or in any other way inconvenience, or cause complaints from any other tenant or employees of the landlord.
5. Tenant agrees to remedy any emergency situations involving animal (e.g. attack by animal on staff another tenant, contractor, or a guest) within twenty four (24) hours and any nuisance situations within five (5) days.
6. Tenant will be financially responsible for any flea or other insect infestation that affects his/her own or adjacent units as a result of his/her animal.
7. Any animal left unattended for twenty-four (24) hours or more whose health is jeopardized by the tenant's neglect, mistreatment or failure to care (regardless of reason) shall be reported to the SPCA or other appropriate authority. Such circumstances shall be deemed an emergency for the purposes of the landlord's right to enter the

tenant's unit to allow such authority to remove the animal from the premises. The landlord accepts no responsibility for any animal so removed.

8. Tenant agrees to maintain animal in good health condition and to update Animal Information Card on an annual basis. Good health condition includes adequate care, nutrition, exercise and medical attention. Animals which appear poorly cared for will be reported to the SPCA or other appropriate authority and will be removed from the premises at the tenant's expense.
9. Tenant agrees to indemnify, defend, and hold landlord harmless from and against any and all claims, actions, suits, judgments, and demands brought by any other party on account of or in connection and any activity of or damage caused by the tenant's animal. Tenant assumes sole responsibility for liability arising from any injury sustained by any person attributable to their animal and agrees to hold landlord harmless in such proceedings.
10. In the event of the tenant's sudden illness, the tenant agrees that management shall have discretion with respect to the provision of care to the animal consistent with state or federal guidelines and at the expense of the tenant unless written instructions with respect to such area are provided in advance by the tenant to the rental office and all care shall be at the tenant's expense.
11. In the event of the death of the tenant, the tenant agrees the landlord shall have discretion to remove animal consistent with state guidelines, unless written instructions with respect to such are provided in advance by the tenant to the rental office.
12. Tenant acknowledges that other tenants may have chemical sensitivities or allergies related to animals or are easily frightened by such animals. The tenant therefore agrees to exercise common sense and common courtesy with respect to such other tenant's right to peaceful and quiet enjoyment of the premises.
13. The landlord may move to require the removal of an animal from the premises on a temporary or permanent basis for the following causes:
 - a. Creation of a nuisance.
 - b. Excessive animal noise or odor after the proper notification.
 - c. Unruly or dangerous behavior.
 - d. Excessive damage to the tenant's apartment unit and/or project common areas.
 - e. pleated problems with vermin or flea infestation.
 - f. Failure of the tenant to provide for adequate care of his/her animal.
 - g. Leaving an animal unattended for more than twenty-four (24) hours.
 - h. Failure of the tenant to provide adequate and appropriate vaccination of the animal.
 - i. Tenant death and/or serious illness.
 - j. Failure to observe any other rule not here listed after proper notification.
14. Pets of visitors/guest are strictly prohibited with the exception of assistance animals.
15. When notified that landlord requires access to the unit (inspections, maintenance), the tenant is encouraged to be present or remove the animal from the unit. In the event it is not feasible to comply with this request it is the animal owner's responsibility to place a note on the exterior of the main entry door that an animal is inside the unit.

16. Under no circumstances (management's entry into the unit with notification or in an emergency situation without notification) will management be liable for the escape of the animal from the unit.
17. Tenant acknowledges that three (3) violations of this agreement is considered "Material Non-Compliance" of the Standard Lease Agreement and is considered grounds for termination. However, one (1) violation is considered grounds for termination of the tenant's lease depending on the nature of the violation.

N. Smoking Policy

Smoking is prohibited inside all residential units (including porches, patios and balconies), as well as all indoor common areas such as the clubhouse office, multi-purpose room and laundry room. In addition, smoking is not allowed within twenty-five (25) feet of all buildings. This policy applies to all tenants, guests, employees, service personnel and all other visitors to the property.

Purpose

This policy has been established to protect and promote the health and well-being of our tenants, staff and visitors. In addition this policy will mitigate the increased maintenance, cleaning and redecorating costs from smoking and will reduce the risk of fire caused by smoking.

Definition of Smoking

The term "smoking" means inhaling, exhaling, breathing or carrying lighted tobacco product, including high-tech smoking devices commonly referred to as electronic cigarettes.

Compliance

Enforcement of this policy is the shared responsibility of all residents, the landlord and staff personnel. Tenants shall inform their guests of the smoking policy and promptly give landlord a written statement of any incident where they see smoking occurring or smell the effects of smoke. Landlord will promote this policy by posting signs on property as well as posting in common areas. Failure to comply with the policy will constitute grounds for termination of the lease.

CREDIT POLICY

The following criteria are used in determining whether an applicant's credit is approved or denied for housing:

1. Credit report is run on each applicant through Online Rental Exchange.

Approved credit scores: 450 to 850

Denied credit scores: less than 450

2. If no credit score has been assigned, Online Rental Exchange evaluates previous credit history accounts based on current status. All accounts in good standing are considered positive and those delinquent, late payments of more than three times in a reported period, in collection or public records are considered negative. If there are more positive or equally positive to negative accounts, the applicant will be approved. If there are more negative than positive accounts, the applicant will be denied.
3. An applicant will not be rejected due to lack of credit history or no credit history.
4. Bankruptcy will be reviewed in the same manner as above. An open case of Chapter 13 will be denied based solely on that factor.
5. Balances owed to a landlord will be denied.
6. Balances owed to an electric company or municipality for water/sewer (if applicable) will be denied.

Credit will be waived for all applicants receiving rental assistance from an approved county, state or federal agency (including: HUD and local housing authorities) with two exceptions: 1. outstanding monies owed to a prior landlord and 2. balances owed on collections with an electric or water/ sewer provider applicable to the community applying for. If these balances are paid in full with proof from the third party, the applicant may be reconsidered. Applicants participating in a rent subsidy program which includes risk mitigation tools for landlord such as allowing special claims will not be denied solely on a negative reference or credit reporting for unpaid rent or money owed to a previous landlord

All credit will be waived for referrals from DHHS for the Target/Key assistance program.

It is the policy of the landlord to comply with the provisions of all federal, state, or local laws prohibiting discrimination for credit on the basis of race, color, religion, sex/gender, age, marital or familial status, national origin or physical or mental handicap.

It is the policy of the landlord not to disclose the contents of any credit reports with the applicant or any other persons. The applicant may obtain a copy of the credit report by contacting Online Information Services - Customer Services, P.O. Box 1489, Winterville, NC 28590 or by calling 1-877-262-6851.

Criminal Screening Policy

CrimSafe groups criminal offenses into two categories:

- Crimes against Persons
- Crimes against Society

The following criteria is used in determining whether an applicant's background screening is approved or denied for housing based on the disposition date or offense date (if disposition date is not available).

Crimes against Persons:

- Applicants whose conviction, or exit from incarceration, of a felony sex related, forcible offense within the past 5 years will result in denial.
- Anyone listed on the sex offender list will be processed through an individualized assessment.
- Applicants whose conviction, or exit from incarceration, for a felony within the past 5 years, or misdemeanor convictions, or exit from incarceration within the past 2 years for homicide, kidnapping/abduction, assault or violent related offenses will result in denial.

Crimes against Society:

- Applicants whose conviction or exit from incarceration, occurred within the past 5 years for felony drug/narcotic related offenses involving the sale or manufacturing will result in denial. Anyone convicted of these crimes greater than these terms will be reviewed using an individualized assessment.

Individualized Assessments to determine admittance or denial of an applicant shall consist of but not be limited to the following information to evaluate the impact and suitability for admission into the property.

1. the seriousness of the criminal offense;
2. the relationship between the criminal offense and the safety and security of tenants, staff or property;
3. the length of time since the offense, with particular weight being given to significant periods of good behavior;
4. the age of the household member at the time of the offense;
5. the number and nature of any other criminal convictions;
6. evidence of rehabilitation;
7. tenancy supports or other risk mitigation services the applicant will be receiving during the tenancy.

These same assessment criteria will be used to review appeals and reasonable accommodations.

Note: Applicants have the right to submit with the application any evidence of circumstances relating to their criminal background or history that may be attributable to a disability as a reasonable accommodation.

Appendix A

McKenzie Park Apartments

**Rent and Income Limits
(Refer to Application Cover Letter Attached)**