

## Lofts on 24th Tenant Selection Plan Affordable Housing Programs

To assist you with your decision on your new apartment home, we are providing a list of guidelines used to qualify residents for tenancy in our communities. Please note, this is our current rental criteria. Nothing contained in these requirements shall constitute a guarantee or representation that all residents and occupants currently residing at the community have met these requirements. There may be residents and occupants that have resided at the community prior to these requirements going into effect. Additionally, our ability to verify whether these requirements have been met is limited to the information we receive from various credit and screening services used.

### **FAIR HOUSING AND EQUAL OPPORTUNITY STATEMENTS OF NONDISCRIMINATION**

It is NP Dodge Management Company policy to comply with Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, Fair Housing Amendments Act of 1988, and any legislation protecting the individual rights of residents, applicants, or staff which may subsequently be enacted.

NP Dodge Management Company is committed to the spirit and letter of fair housing. It is our policy to offer apartments to the general public without regard to race, religion, color, national origin, sex, handicap, familial status, age, creed, sexual orientation, gender identity, or any other protected class under federal, state, or local law.

NP Dodge Management Company will seek to identify and eliminate situations or procedures which create a barrier to equal housing opportunity for all.

The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR, part 8 dated June 2, 1988).

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### **IDENTIFICATION REQUIREMENTS**

All individuals wishing to view/apply for an apartment home must present a valid photo ID. A valid form of identification includes:

- U.S. driver's license
- U.S. State-issued non-driver identity card
- U.S. military ID
- Passport – From any country
- Visa, issued by US Immigration and Naturalization Services
- Or other U.S. government issued photo identification.

A copy of all applicants' photo IDs will be made and retained at the time an on-line application is submitted or at the time of move-in.

All adult applicants (18 years and older) will be required to disclose their social security number on their rental application and all subsequent recertification applications.

### **Applicants/Residents with no U.S. Social Security Number**

Individuals with no U.S. Social Security Number will be required to provide an appropriate, current form of identification issued by the Department of Homeland Security or U.S. Citizenship and Immigration Services at the time they apply. Alternative forms of identification may include, but are not limited to:

- Arrival/Departure Record, Form I-94
- Permanent Resident Card or Alien Registration Receipt Card, Form I-551
- Arrival/Departure Record, Form I-94
- Employment Authorization Card, Form I-688A
- Employment Authorization Document, Form I-688B or Form I-766
- Reentry Permit, Form I-327
- Refugee Travel Document Form I-571

- Temporary Resident Card, I-68

### **Birth Certificate Requirements**

Certain program requirements may require all adult household members to provide a government issued birth certificate at the time of application.

### **ELIGIBILITY**

To be eligible for housing at an affordable housing community, applicants must meet the following leasing requirements and qualifications:

#### **I. Rental Eligibility and Security Deposit Requirements**

NP Dodge Management Company utilizes AppFolio, a third-party verification agency, to determine rental eligibility and security deposit requirements. Resident screening is conducted in two phases. In the first phase, applicant information is entered into a screening criteria template and compared to each community's predetermined thresholds for income-to-rent ratio, estimated disposable income after debt and rent, credit score, bankruptcies, accounts in good standing, accounts in collections, and landlord-tenant disputes to establish one of the following outcomes: Approval, Conditional Approval, or Denial.

Applicants who receive a screening score that results in a Conditional Approval may be required to pay an additional security deposit, up to one month's rent, and/or may require a guarantor. Guarantors will be held financially responsible for the entire amount due under the lease should the occupying resident(s) default. Therefore, guarantors will be screened in the same manner as applicants and must receive a screening score that would result in Unconditional Approval.

Applicants who receive a screening score that results in a Conditional Approval or Denial will receive an Adverse Action Notice explaining the reason for the adverse action in accordance with the requirements of the federal Fair Credit Reporting Act.

***Applicants who receive a screening score that results in a Denial must wait 90 days before reapplying.***

NP Dodge Management Company reserves the right to decline, or enforce Conditional Approval requirements, any applicant with a record of a previous eviction within the last seven (7) years, anyone who owes monies to another apartment community or Management Company, anyone who has no verifiable income, anyone who has outstanding utility collections, or has negative resident history at another NP Dodge-managed community.

If applicable, Applicants must be able to secure utilities in their name from the property's local utility provider. If a current balance is owed to any utility provider, there must be a verified payment arrangement in place prior to application approval.

#### **Criminal Background Screening Policy**

In the second phase of the resident screening process, a multi-state criminal background check and sex offender search will be conducted on each applicant.

NP Dodge Management Company is committed to promoting the health, safety and welfare of its residents and employees and to protect the Community from property damage and unfavorable public stigma. NP Dodge Management Company also strives to provide equal housing opportunities to all qualified applicants regardless of their race, color, religion, sex, sexual orientation or gender identity, familial status, national origin, or disability, or any other protected class. For those reasons, this Criminal Background Screening Policy is applicable to all applicants for residency at the Community. The criminal background screening criteria contained in this Policy is narrowly tailored to protect the health, safety and welfare of residents and employees of the Community while minimizing the impact on the protected status of applicants.

#### **Disclosure and Verification**

All applicants for housing must complete a Rental Application and agree to all of the terms contained in that Application including, but not limited to, inquiries regarding any criminal history. All applicants must authorize the Community and the third-party vendor, AppFolio, to obtain information about them including, but not limited to, any court records and/or criminal history. If an applicant refuses to disclose whether he or she has been convicted of a crime and/or refuses to authorize the Community and/or the third-party vendor to obtain such information, the applicant's Rental Application will be declined.

#### **Screening Criteria**

##### **A. Record of Arrest**

The fact that an applicant has been arrested alone will not result in the automatic rejection of his or her Rental Application. If, however, an applicant has been arrested and charged with a crime that is related to a threat to the health, safety, or welfare of others and/or damage to property and the charges are still pending, the Community will review the facts and circumstances surrounding the alleged conduct in evaluating whether the Rental Application will be rejected. Under those circumstances, the applicant will be given the opportunity to explain and provide information he or she believes mitigates the impact of the arrest.

**B. Automatic Exclusion for Record of Conviction of Certain Crimes**

An applicant who has been convicted of the illegal manufacture or distribution of a controlled substance as defined in section 102 of the Controlled Substances Act (12 U.S.C. § 802), who is subject to a lifetime registration requirement under a state sex offender registration program shall be excluded from housing regardless of when the conviction occurred or is found in OFAC/Terrorist Data Base Records.

**C. Specific Criminal Convictions**

The Community will automatically reject the Rental Application of any applicant who has been convicted of a felony within the last 7 years.

The Community may also reject the Rental Application of any applicant who has been convicted in the last 7 years for Property Crime, Violent Crime, Family Relation Crime, Drug Crime, Weapons Crime, Public Justice Crime, Organized Crime, Sex Related Crime, Prostitution, or Fraud Crime.

**Current Residents**

The Community reserves the right to evaluate the circumstances surrounding the arrest of any resident that occurs while he or she is a current resident of the Community. The Community shall terminate the lease of any current resident of the Community who is involved in the possession, manufacture, sale, or delivery of an illegal controlled substance, a felony assault of any nature, or who may be a direct threat to the health and safety of others or a threat to cause substantial property damages to the property of others. The Community will terminate the lease of a resident who is arrested if the circumstances surrounding the arrest led to the conclusion that the resident's presence in the Community adversely affects the health, safety, or welfare of residents and/or employees of the Community and adversely impacts the property or reputation thereof.

## **II. Affordable Housing Program Requirements**

**Income:** Applicants must be eligible pursuant to the Community specific income guidelines.

Applicant(s) annual income cannot exceed the income limits as determined by the Community's program requirements. These income limits are adjusted periodically. Income verifications will be determined using U.S Housing and Urban Development's (HUD) hierarchy of verification types. Maximum income potential will be used for final determination of income eligibility.

For determining the income for a household may be eligible; the following members will be counted in determining the max income of the household:

- Fulltime household members
- Unborn Children
- Adopted Children
- Children whose custody is being determined
- Children in joint custody 50% of the year or more

Each applicant must also meet age, household, student status and citizenship program requirements.

**Student Status –LIHTC:** General, households comprised of all full-time students are disqualified.

A full-time student is defined as any individual of any age who:

- Attends a school with facilities and regular student body (including online-based learning).
- Attends all or parts of any 5 months out of the calendar year (not necessarily consecutively).
- Is considered full-time by the school that they attend, based on that school's definition of a full-time workload.

Exceptions: Full-time student households must meet one of the five exceptions below, at all times, to reside at a Low-Income Housing Tax Credit (LIHTC) Community.

1. All adults are married and entitled to file a joint tax return.
2. An adult member is a single parent with a minor child in the unit, the adult is not a tax dependent of any third party, and the children are not claimed as a tax dependent by anyone other than one of their parents (even if the other parent is not in the unit).

3. The household includes a member who receives welfare assistance in the form of Temporary Assistance to Needy Families (TANF).
4. The household includes a member who formerly received foster care assistance (meaning they were a foster child or adult).
5. The household contains a member who is in school who is in a federal, state or local job training program comparable to those funded by the Workforce Investment Act.

**Student Status –HOME:** To be eligible for occupancy in a HOME unit, ANY household member who attends an institute of *higher learning* (full-time OR part-time) must meet at least one of the following qualifiers. They must be:

- A household member's age is 24 years or over.
- A household member is a veteran of United States Military.
- A household member is married.
- A household member has a dependent child.
- A household member is a person with a disability, such term is defined in section 3(b)(3)(E) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(3)(E)) and was not receiving assistance under such Section 8 as of November 30, 2005;
- A household member is individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive Section 8 assistance.

**Student Status –LIHTC and HOME:** For households applying for a unit that is both a LIHTC and a HOME unit, both student status standards must be applied separately, and the household member(s) must qualify under both programs.

- The unit will be the household's only residence.
- All applicants must consent to and pass the applicant screening.

## **APPLICATIONS**

Affordable housing communities utilize an on-line application or manual application to pre-qualify applicants. Thereafter, applicants are required to complete additional paperwork and provide supporting documentation for income and asset verification. Approval is only granted after the income certification is completed and audited by the tax credit compliance department.

**If the income certification cannot be completed within fourteen (14) business days from the date of the application, the application may be denied.** Tax credit program compliance requires applicant(s) provide all documents required to verify household composition/size, income, and assets. Failure to assist in this process within a reasonable period of time will result in denial.

A rental application must be completed, signed and dated by all household members 18 years of age and older. Any omissions, errors or falsifications may result in denial.

Applicants must provide written verification of income at the time of application including but not limited to; the first paycheck stub from the current employer, two most recent consecutive months paycheck stubs from the current employer, employment letter of intent, financial aid letter of intent, or I-20.

A non-refundable application fee of \$18.00 must be paid for each applicant 18 years of age and older. All application fees are required to be paid at the time the application is submitted.

Failure to remit the application deposit:

- Nebraska: Applicants have 48 hours to remit the application deposit after notification of Approval or Conditional Approval; failure to do so will result in cancelation of the application.
- Iowa: Applicants have 5 days to remit the application deposit after notification of Approval or Conditional Approval; failure to do so will result in cancelation of the application.

An application deposit may be held by the NP Dodge Management Company subject to approval of the application. In the event the application is denied, a refund of the application deposit shall be submitted to the applicant(s) within 14 days from the date of refusal. Should applicant(s) fail to take occupancy after the rental application is approved, the applicant(s) shall forfeit all claims to the application deposit.

**If You Withdraw Before Approval.** To the extent permitted by applicable law, if you or any co-applicant withdraws an application or notifies us that you've changed your mind about renting the premises, we'll be entitled to retain all application fees as liquidated damages, and the parties will then have no further obligation to each other.

**If You Withdraw After Approval and Payment of the Application Deposit.** If you and all co-applicants fail to occupy the premises after the rental application is approved and deposit paid, the Applicant(s) shall forfeit all claims to the deposit, and we may keep the application deposit as liquidated damages.

**Approval/Denial Notification.** Notification may be in person or by mail, email, portal, or telephone unless you have requested notification by mail. You must not assume approval until you receive actual notice of approval.

**Refund after Denial.** If you or any co-applicant is disapproved OWNER will refund all application deposits within 14 days of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.

**You Fail to Occupy Premises After Approval and Signing Rental Agreement.** If you and all co-applicants fail to occupy the premises after approval and signing the rental agreement, we may keep the application deposit as liquidated damages, and you will be charged one month's rent as set forth in the Rental Agreement.

### **III. HOUSING OCCUPANCY AND PREFERENTIAL SELECTION**

#### **OCCUPANCY STANDARDS –MAXIMUM # PERSONS PER UNIT**

Occupancy guidelines are used to protect residents from unsafe and unhealthy conditions, to avoid overcrowding, and to protect the structural integrity of the housing unit. The maximum number of residents permitted to dwell in a unit shall generally not exceed two (2) persons per bedroom. Studio apartments are considered one-bedroom units and are limited to two (2) persons. Additional considerations may be made when special circumstances exist such as: size or configuration of unit, age of occupants, state and local laws, and other relevant factors.

For determining the unit size for a household may be eligible; the following will be counted as member of the household:

- Fulltime household members
- Full-time Live in aides

#### **ACCESSIBLE UNIT OCCUPANCY**

Accessible units will be offered first to person(s) who require the accessibility features to accommodate their disability-based needs. Listed herewith is the priority order used to lease accessible units.

1. Leased to a current occupant who requires accessibility features.
2. Leased to the next eligible qualified applicant who requires accessibility features.
3. If an accessible unit is available, and there are no applicants who require the features, additional outreach will be made and documented by NP Dodge Management Company.
4. Last, leased to non-disabled person(s).

#### **PRIVACY POLICY**

It is the policy of NP Dodge Management Company to guard the privacy of individuals conferred by the Federal Privacy Act of 1974 and to ensure the protection of such individuals' records maintained by NP Dodge Management Company. Therefore, neither NP Dodge Management Company nor its agents shall disclose any personal information contained in its records to any person or agency unless the individual about whom the information is requested provides written consent to such disclosure unless requested by law enforcement or information is being subpoenaed by a court of law.

The Privacy Policy in no way limits NP Dodge Management Company's ability to collect such information as it may need to determine eligibility, compute rent, or determine an applicant(s) suitability for residency. Consistent with the intent of Section 504 of the Rehabilitation Act of 1973, any information obtained on handicap or disability will be treated in a confidential manner.

#### **RECERTIFICATION REQUIREMENTS**

Per the program specific requirements, an annual review of the household composition, household income and household assets will be required.

The recertification is considered complete when:

1. Household has provided all of the requested documentation
2. Recertification is reviewed by NP Dodge Management Company Compliance Department
3. A new lease has been executed

Failure to have a new lease executed at least 30 days prior to the lease expiration date will result in the termination of rental agreement at the end of the term.

#### **VIOLENCE AGAINST WOMEN ACT (VAWA) PROTECTIONS**

NP Dodge Management Company supports victims of domestic violence, dating violence, or stalking and protects victims, as well as members of their family, from being denied housing or from losing their housing as a consequence of domestic violence, dating violence or stalking. We will not deny housing or assistance strictly based on incidents (i.e., previous eviction, arrest, bad credit, etc.) that have resulted from Domestic Violence, Dating Violence, Sexual Assault or stalking.

- NP Dodge Management Company provides all tenants notice of their rights and obligations under VAWA. This information is available at <https://www.npdodgemanagement.com/vawa-help-page>.
- VAWA protections apply equally to all individual regardless of sex, gender identity, or sexual orientation.
- All residents are provided the option to complete a Notice of Occupancy Rights and Certification form. The certification form is available to all households at move in.

### **TRANSFER POLICY**

If a resident requests a transfer within the community, the request must be pre-approved by NP Dodge Management Company. Minimum guidelines for intercommunity transfers include:

- Unless it is an emergency transfer due to VAWA or unit condition, the resident must occupy the original unit for at least 6 months before an intercommunity transfer will be considered.
- The Property Manager will perform a unit inspection prior to accepting new rental application(s) to ensure there is no property damage, housekeeping, or pest control issues that need to be addressed.
- A 30-day written Notice to Vacate for the current unit is required.
- The reletting fee outlined in the rental agreement may apply.
- A new security deposit is required for the new unit; a refund of any remaining balance from the existing deposit will be made within 14 days of vacating the original unit.
- Completion of a new application, qualification, and income certification is required for all household members.
- If the resident maintains possession of both units for more than two days during the transfer, the resident will be responsible for rent and applicable fees for both units until possession is surrendered.
- If the unit is part of the BIN number, income verification may not be required.
- If the unit is part of a different BIN number, Transferee must income qualify as they would with an initial application

Once the application(s) for transfer have been approved, resident has 48 hours to acknowledge approval and verify their transfer date. Failure to respond within 48 hours of approval may result in cancellation of the application and loss of the available unit.

### **REASONABLE ACCOMMODATION/MODIFICATION POLICY**

The Community will make reasonable accommodations or modifications for applicants, residents, occupants, or guests in accordance with the Fair Housing Amendments Act of 1998 and section 504 of the Rehabilitation Act of 1973 that may be necessary for a person with a disability to have equal opportunity to use and enjoy housing services offered, the dwelling unit, or program benefits.

- A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice or service.
- A reasonable modification is an alteration to the physical structure or common area.

If the disability or disability-related need is not readily apparent or known, NP Dodge Management Company may require reasonably supporting information or affirmation from a reliable, third party, professional.

Expenses for reasonable modifications and restoration expenses, if applicable, shall be allocated in accordance with state and federal fair housing laws.

To obtain consent, inform Management of the specific accommodation or modification being sought. A request form is available at the community office or by email; however, the request may be oral, written, or made by others on behalf of the requesting individual. If an applicant or resident would like or need assistance in making a reasonable accommodation request, please let a managing agent know. NP Dodge Management Company will make every reasonable effort to process reasonable accommodation/modification requests and provide a response within ten (10) business days.

Assistance animals may be/remain on property while the reasonable accommodation is being processed.

The Community may deny a reasonable accommodation/modification if it is not reasonable; including, but not limited to:

- If it would fundamentally alter the nature of the program, service, or provider's operations or
- If it would impose an undue financial and administrative burden

In the event the Community is not able to grant the exact accommodation/ modification requested, management will engage in an interactive process with the requesting party to discuss whether an alternative accommodation may be effective in meeting the individual's disability-based need.

**ANY FALSE STATEMENT MADE TO NP DODGE MANAGEMENT COMPANY ON AN APPLICATION WILL RESULT IN THE DENIAL OF ELLIGIBILITY, TERMINATION OF AN ALREADY ACCEPTED LEASE, AND POTENTIAL CRIMINAL PENALTIES. APPLICANTS CANNOT BE ACCEPTED FOR HOUSING UNTIL INCOME CERTIFICAION AND ANY OTHER PROJECT REQUIREMETNS ARE COMPLETED TO THE SATISFACTION OF THE SUBJECT PROPERTY. IN THE EVENT ANY INFORMATION PROVIDED IS FALSE OR INACCURATE, AND THE INACCURACY PRECLUDES YOUR ELLIGIBILITY FOR THE HOUSING PROGRAM, THE HOUSEHOLD WILL BE ASSESSED FULL MARKET RENT FOR THE UNIT RETROACTIVE TO THE TIME OF INELIGIBILITY.**

Please review the Rental Agreement, Community Policies, and other applicable rental agreement addendums thoroughly to help ensure awareness and compliance of all lease term requirements.