

STATEMENT OF POLICIES
GOVERNING ADMISSION TO
AND CONTINUED OCCUPANCY OF:

PARKWAY VILLAGE

REVISED:

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SECTION I. MARKETING

A. Statement of Nondiscrimination

Parkway Village Apartments Limited Partnership (Parkway Village) does not discriminate against any person because of handicap, race, color, religion, sex, marital status, familial status, national origin, sexual orientation, gender identity, source of income, and/or domestic partnership in accessing; applying for or receiving assistance, or in treatment or employment in any of its programs and activities.

B. Outreach

Parkway Village will provide information pertaining to occupancy through, but not limited to, the following actions:

1. Media to be used:

- a. Newspaper. The Statesman Journal, a daily general circulation newspaper, is used for any special outreach efforts when determined necessary. When appropriate, news releases are given to the Statesman Journal and other local general circulation publications to provide information to the general community.
- b. Radio. The various major Salem radio stations are used to assist in reaching the general public through radio spots, news releases, and talk shows.
- c. Neighborhood Newsletters. Information is provided to the various Salem neighborhood associations and periodic articles are written in neighborhood association newsletters to promote Salem Housing Authority's programs and services.

2. Other suitable means will be used to publicize the availability of units.

Applications and outreach efforts will be continued whenever it is necessary to maintain an adequate waiting list.

SECTION II. COMPLETION OF APPLICATIONS, DETERMINATION OF ELIGIBILITY, SELECTION OF PARTICIPANT HOUSEHOLDS

A. Completion of Applications

A waiting list will be maintained for Parkway Village **in date and time order by bedroom size**.

B. Determining Eligibility

1. To be eligible for placement, the primary applicant(s) must be age 18 or over,
2. Is income eligible (per IRS Section 42) for HOME and tax credit units, based on the following; and

a. HOME units:

Applicant's actual gross monthly income must be at least two times the rent charged for the unit. Applicants shall have gross annual income not to exceed 50% of median income (for the 10 units that area designated HOME units), as established and published by HUD.

Tenant households requesting to add an adult family member to the household in the first six-months of their initial 12 month lease, must be able to verify that the household meets the applicable income limit for a new admission, including the new household member. Tenant households who are unable to verify that they meet the applicable income limit when including the new household member(s) will be notified that the adult family member(s) will not be allowed to reside in the unit.

b. Tax Credit units:

Applicant's actual gross monthly income must be at least two times the rent charged for the unit. Applicants shall have gross annual income not to exceed 60% of median income, as established and published by HUD.

Tenant households requesting to add an adult family member to the household in the first six-months of their initial 12 month lease, must be able to verify that the household meets the applicable income limit for a new admission, including the new household member. Tenant households who are unable to verify that they meet the applicable income limit when including the new household member(s) will be notified that the adult family member(s) will not be allowed to reside in the unit.

c. Market Rent units:

Applicant's actual gross monthly income must be at least two times the rent charged for the unit, with exception for households who are current Housing Choice Voucher or HOME TBRA certification holders.

3. All applicants age 18 and over must disclose and verify that they have a valid social security number from the Social Security Administration that has been assigned to them (herein after referred to as a valid/assigned social security number).

C. General requirements

Any information provided on the application that is incomplete, inaccurate or falsified, shall be grounds for denial of the application or subsequent termination of tenancy upon determining such falsified information.

1. Occupancy is based on the number of bedrooms in a unit. (a bedroom is defined as a space within the premises that is used primarily for sleeping, with at least one window and a closet for clothing).
2. Maximum number of occupants in a 2-bedroom unit is five (5). Maximum of seven (7) occupants in a 3 bedroom unit.
3. Positive picture identification will be required for all household members age 18 and above. Positive identification will be required on all other household members, who can include, but not

be limited to: birth certificate, valid proof of social security number, immunization record, school record or insurance identification card.

4. A complete and accurate application listing the current and at least one previous rental reference with phone numbers will be required. Rental history must cover at least a 2 year period.
5. Applicants must be at least 18 years of age, be able to enter a legal and binding contract, and must disclose and verify that they have a valid/assigned social security number from the Social Security Administration.
6. Incomplete, inaccurate or falsified information will be grounds for denial.
7. Application will be denied if applicant fails to disclose any criminal activity for any household member on the application, and public record indicates otherwise.
8. Co-signers will not be allowed.
9. **Eligibility/ineligibility of full time students (excludes market rate units).**

Student definition

Internal Revenue Code Section 151(4) defines the term “student” as “an individual who during each of five calendar months during the calendar year is a full-time student” (OHCS considers the calendar year to be the certification year) at an “educational institution” described in Code Section 170(b)(1)(A)(ii). Treas. Reg. Section 1.151-3(b) provides that a full-time student is one who is enrolled for some part of five calendar months for the number of hours or courses, which is considered to be full-time attendance. The five calendar months need not be consecutive. School attendance exclusively at night does not constitute full-time attendance. However, full time attendance at an educational institution may include some attendance at night in connection with a full-time course of study. In addition, individuals pursuing a full-time course of institutional on-farm training under the supervision of an accredited agency of such education organization, of a state or political subdivision of the state, are also deemed full-time students.

Exemptions of student status:

As a general rule, units may not be occupied in it’s entirely by full-time students. Thus, if any one single individual in the household is not a full-time student, the application will not be disqualified due to student status.

Beginning October 1, 2005, students in K-12 are not considered to be an exception solely by virtue of their age and grade in school.

If all tenants are full-time students, the applicants may still qualify for residency if:

- All of the students file a joint federal income tax return. A copy of the joint tax return or marriage license should be included in the file; or
- The household consists of a single parent (with custody) and a school age child or children, both of whom are not dependents of a third party. (Note: The effective date of this exemption applies to T/C allocations made after June 30, 1992); or
- They receive assistance under the TANF program as such program activities and participation are related to families with dependent children;

- They are enrolled in and receiving assistance under the Job Training Partnership Act (JPTA) or similar governmental job training programs. Note: The JPTA program no longer exists. The workforce Investment Act (WIA) was implemented as a replacement. OHCS has no opinion as to whether enrollment in any of the WIA programs would qualify as an exception.

No “Grandfather” rights:

Student status is not subject to any “grandfather” clauses as are income limits. At no time during the lease, or any extension thereof, may the unit be occupied entirely by full-time students who are not otherwise exempt. If the household qualified at move-in but later was comprised of entirely full-time students and did not meet any of the defined exemptions, the household, at that point, no longer qualifies to occupancy a tax credit unit.

10. Estrangement or Separation

Applicants and/or tenants who are in the first 6 months of their lease who state that he/she is married but is estranged from or in the process of a separation from his/her spouse, must complete an estrangement/separation certification in order to prove that the spouse will not be residing in the unit.

11. When an unborn child will be included in the household composition in order to qualify the unit, the household must certify their claims of eligibility by signing an Affidavit of Pregnancy/Household Composition form. Third-party verification must be attached to the affidavit. If the household would qualify for the unit with or without the unborn child, third-party verification is not needed.

12. When screening for income; rental; credit and criminal arrests/convictions, if screening indicates that additional deposits will be required in more than one category, the applicant will be denied.

Income requirements

1. Monthly gross income shall equal 2 times the stated monthly rent. (Section 8 voucher holders are exempt from this requirement)

Rental requirements

1. A complete and accurate application listing the current and at least one previous rental reference with phone numbers will be required. Rental history must cover at least a 2 year period.
2. Home ownership is verified through the county tax assessor. Mortgage payments must be current.
3. Home ownership negotiated through a land sales contract is verified through the contract holder.
4. FED/judgment free rental history will be required for the most recent 12-month period. For those applicants with FED’s/judgements dated older than the most recent 12 months, if approved, an additional security deposit equal to one month’s contract rent will be required.
5. Rental history demonstrating residency, but not third party rental history (i.e.; residency that is, or has been with parents, other family, student housing or military housing), may require an

additional security deposit equal to a full months rent. Decision to charge an additional security deposit will be based solely at the discretion of the Property Management Supervisor.

6. Rental history reflecting past due rent or an outstanding balance may be denied if such money owed was incurred in the most recent 7 year period. This includes but is not limited to money owed to a current or previous landlord, property Management Company or public housing agency. Applicants who are able to verify through third party that they are current with a repayment agreement or who can verify that there are extenuating circumstances that need to be considered, on a case-by-case basis, may be approved, upon receipt of such verification, however if approved the applicant will be required to pay additional security deposit equal to a full month's contract rent.
7. Rental history that reflects a record of disturbance of neighbors, destruction of property, negative behavior, living or housekeeping habits at prior residences, which may adversely affect the health, safety or welfare of other residents may be basis for denial of the application.
8. Observed behavior that indicates that such behavior, may adversely affect the peaceful enjoyment of the property by current residents, may be basis for denial of the application.

Credit requirements

1. Good credit will be required.
 - a. Outstanding bad debts (excluding medical collections) incurred in the most recent two year period, totaling less than \$2,499 (i.e. slow pay, collections, bankruptcies, repossessions, liens, judgments, and wage garnishment programs) may require payment of an additional security deposit equal to one month's contract rent.
 - b. Outstanding bad debts (excluding medical collections) incurred in the most recent two-year period totaling \$2,500 or more will be denied, unless applicant can provide verifiable rental history showing no past due debt or outstanding balance for the preceding twenty four (24) month period. Upon providing verifiable rental history, applicant may be required to make payment of an additional security deposit equal to one month's contract rent, based solely at the discretion of Parkway Village Management on a case by case basis.
 - c. Outstanding bad debt up to \$4,999 incurred more than two years prior to application, may require payment of an additional security deposit equal to one month's contract rent.
 - d. Outstanding bad debt (excluding medical collections) exceeding \$5,000 regardless of when the debt was incurred, will result in the application being denied, unless applicant can provide verifiable rental history showing no past due debt or outstanding balance for the preceding twenty four (24) month period. Upon providing verifiable rental history, applicant may be required to make payment of an additional security deposit equal to one month's contract rent, based solely at the discretion of Parkway Village Management on a case by case basis.
2. For bankruptcy filings less than one year, approval may be granted if the bankruptcy was due primarily to medical debt and if proof of positive rental history for two or more years can be

provided and upon payment of double security deposit. Two payments (no less than 45 days apart) can be made toward the security deposit.

Drug-related/Violent Criminal Activity

1. Upon receipt of the rental application and screening fee (if applicable), landlord shall conduct a search of public records to determine whether the applicant or any proposed tenant has been engaged in; arrested and/or convicted of any crime.

Drug-related/Violent Criminal activity will be denied/terminated per the chart below:

Drug-related or Criminal Activity – Subject to Denial/Termination Violation	Waiting Period (beginning with the most recent incident date)
Arson I	10 years
Arson II	7 years
Assault II	7 years
Assault III	5 years
Assault IV/Domestic Violence (single minor offense)	Eligible
Assault IV/Domestic Violence (serious or multiple offenses)	3 years
Assault IV (domestic violence while a program participant in Public Housing, Housing Choice Voucher Program or Moderate Rehabilitation Program)	5 years
Assault of a Public Safety Officer	5 years
Attempted Homicide	10 years
Burglary I or II	3 years
Criminal Mischief I or II	5 years
Criminal Mistreatment	3 years
Criminally Negligent Homicide (Class C Felony)	7 years
Drug sale or distribution	7 years
Drug manufacturing - all drugs except for methamphetamine	10 years
Drug manufacturing - methamphetamine only (conviction)	Ineligible for life
Drug use/possession (may be waived with treatment certificate) of marijuana including holders of Oregon Medical Marijuana card	3 years
Drug use/possession (may be waived with treatment certification), for any drug other than the use/possession of marijuana	5 years
Eviction from SHA or any other PHA program/property	5 years
Felon in possession of a firearm	10 years
Forgery	3 years

Harassment/menacing (review the aspects of the case)	
Class A	3 years
Class B	1 year
Identity Theft (convictions)	5 years
Kidnapping I	10 years
Kidnapping II (custodial interference)	5 years
Maintaining; endangering the welfare of a minor	3 years
Manufacturing Methamphetamine – Conviction	Ineligible for life
Manslaughter - 1st degree (Class A felony)	15 years
Manslaughter - 2nd degree (Class B felony)	10 years
Murder/aggravated murder	Ineligible for life
Pattern of Alcohol abuse	3 years
Requirement to Register as a sex offender	Ineligible for life
Robbery	7 years
Sex Crimes that do not require registration as a sex offender	5 years
Stalking	3 years
Theft III including shoplifting (multiple convictions of Theft III in a 12 month period)	1 year
Theft of services (assistance received due to misrepresentation of income or deductions) from any social service agency	3 years
Theft of services (assistance received due to misrepresentation of income or deductions) from SHA or any other Federally assisted housing program or another PHA	
Under \$4,999	3 years
\$5,000 - \$7,499	5 years
\$7,500 - \$9,999	7 years
\$10,000 +	10 years
Use of non-assigned social security number to obtain federal, State, or local housing assistance	5 years
Unlawful use of a weapon	3 years
Threatening or violent behavior against an employee of a housing authority	Ineligible for life

Additional non-drug related/violent criminal activity denials tied to lease violations

Damage beyond Normal Wear and Tear or failure to abide by payback agreement as agreed with the landlord and/or SHA	3 years
Failure to report to SHA composition of the family	3 years

Moved without notice	3 years
Non-payment of rent	1 year
Not reporting the inclusion or move-out of a foster adult, foster child or live-in aid	3 years
Unauthorized Guest	3 years
Violations of the lease not covered by the chart	2 years

The number of years that a family or individual is ineligible is based on the criteria set above and is not cumulative, meaning – if someone were arrested for distribution of drugs and Assault III – the would be ineligible for 7 years from the most recent incident date, not a combination of the two.

Tenant/applicant shall provide, upon request, proof of criminal free record from Salem Police Department.

Other grounds for denial include:

- Shoplifting if occurred in the most recent 12 months from date of application.

D. Priorities on the Waiting List

Approved transfers per F. below, will take precedence over placements from the waiting list.

Waiting list households will be placed on the waiting list in the **date and time order of receipt of** application.

E. Maintaining the Waiting List

1. A waiting list may be closed when it is determined that there is an adequate supply of applicants on the list to cover placements in a twelve-month period. When waiting lists are open, applications will be accepted from all those who are apparently eligible.
2. The pool of active applications shall be kept current by applicants reporting any changes in eligibility and by the withdrawal of applications, when applicants fail to respond to requests to verify eligibility or other correspondence directed to the applicant. Such correspondence shall state that if the applicant does not respond within a given period of time, the application will be withdrawn.
3. Each application shall reflect the date and time received and will be placed on a computerized waiting list accordingly.
4. If during the applicant's eligibility interview it is determined that the applicant is not eligible, the applicant will be so informed and the application will be classified as ineligible. In such instances, sufficient information is to be retained in the files to establish ineligibility.
5. If an applicant rejects one offer of a unit for which they appear eligible, the applicant's name will be removed from the active waiting list and the applicant will be notified of the need to submit a new application for placement on the waiting list.

F. Participants Wishing to Move from One Unit to Another

Management will allow transfers between buildings as long as the households combined income does not exceed 140% of the current income limit (at the time of the transfer. Exception: HOME units. Residents requesting to transfer to a HOME/TC unit must meet the initial income eligibility limit for the HOME/TC unit. The 140% rule is not applicable.

If the most recent recertification was completed (with third party verifications) within 120 days prior to the effective date of the transfer, a new recertification is not required, however a new lease agreement will be executed for the household in the new unit and a unit transfer tenant income certification (TIC) will be generated and signed by the household and management.

If the most recent recertification is older than 120 days prior to the effective date of the transfer, new verifications of income and assets must be obtained to initiate a new certification and a new lease agreement will be executed for the household in the new unit and a unit transfer tenant income certification (TIC) will be generated and signed by the household and management.

If it is discovered that the combined household's income exceeds 140% of the current income limit, the household will not be allowed to transfer, unless requesting to transfer to a Market unit.

TYPES OF TRANSFERS

The types of requests for transfers that Management will consider are limited to:

1. Reasonable accommodation request that does not require a move to an accessible unit; and
2. Tenant requested moves.

No other transfer requests will be considered by Management.

PRIORITY OF TRANSFERS

1. When a family requests a transfer as a reasonable accommodation. Examples of a reasonable accommodation transfer include, but are not limited to, a transfer to a first floor unit for a person with mobility impairment.
2. When a resident requests to move for personal reasons.

CONDITIONS FOR APPROVAL OF TRANSFERS

1. Residency must be for a 12 month period (exceptions for those requesting a transfer due to an approved reasonable accommodation move;
2. No more than three (3) repayment agreements and/or unpaid past due balances in the past 12 months, no current balance due;
3. No history of disturbances that resulted in lease violations or violence against staff or neighbors as indicated by notices of lease violation in resident file;
4. Must have a good housekeeping record, including no housekeeping violations or history of tenant caused damages to the unit. Residents with housekeeping standard violations will not be transferred until the resident passes a follow-up housekeeping inspection.
5. Resident(s) must not have engaged in criminal activity or domestic disturbances that threatens the health and safety of residents and/or staff; and
6. Can prove that they are able to get utilities turned on in the name of an adult family member in the resident household.

Exceptions to the above standards may be made on a case by case basis at the sole discretion of the Supervisor assigned to the Property Management Section.

PROCESS FOR REQUESTING/APPROVING TRANSFERS

- A. Reasonable accommodation transfer requests
 - 1. Residents will be required to make the request in writing to Management by using Management's reasonable accommodation request form.
 - 2. Management will respond by approving the transfer and putting the resident on the approved transfer list; deny the transfer or require more information or documentation from the family.
 - 3. All reasonable accommodation transfers must meet the above conditions for approval of transfers, with the exception of the length of residency.

- B. Resident requests to move for personal reasons
 - 1. Resident is required to fill out and submit to Management a Request to Transfer form.
 - 2. Residents must meet the above conditions for approval of transfers.
 - 3. If the conditions are met, the resident will be placed on a transfer waiting list by date and time order of the request; according to the bedroom size they are requesting to transfer to.

OFFER OF UNITS

- 1. Management will offer the resident units as they become available. Once the resident rejects offers of two available units, the resident will be ineligible for transfer and their name will be removed from the approved transfer list and they will be notified that they may reapply for a transfer at any time after the second rejection.
- 2. As part of the approval process, a transfer inspection will be completed by Management to assess any damage to the unit and/or other tenant charges at move out. If it is determined that estimated charges for the current unit, exceed the security deposit paid, the transfer may be denied.

SECURITY DEPOSITS

When a resident household transfers from one unit to another, Management will transfer their security deposit to the new unit. The resident will be billed for any maintenance and/or other charges due for the "old" unit.

COST OF TRANSFERS

It is the resident's responsibility to bear the cost for all moves, unless the move is required by Management due to unforeseen circumstances such as but not limited to water damage; fire.

TRANSFERS WILL BE PROCESSED IN THE FOLLOWING ORDER:

1. Emergency transfers (i.e. hazardous conditions such as water damage; fire)
2. Reasonable accommodation transfers;
3. Resident requested transfers

Transfers will take precedence over waiting list admissions.

SECTION III. INCLUDED/EXCLUDED INCOME

- A. Annual income is defined as the gross amount of income anticipated to be received by all members of the household, with some exceptions, during the twelve (12) months following the date of the certification or recertification.
- B. Income and assets will be annualized per OHCS LIHTC Compliance Manual, Chapter 5 – Qualifying Tenants.
- C. Management will refer to Exhibit 5-1, “Income Inclusions and Exclusions” of the HUD handbook 4350.3 Rev-1 (Exhibit E.9) for included and/or excluded income and management will refer to Exhibit 5-2, “Asset Inclusions and Exclusions” for assets.
- D. Income of students: All educational assistance of part-time or full-time adult students is considered income with the following exceptions:
 1. Part-time or full-time students 24 years of age or older with a dependent child;
 2. Student loans;
 3. Cost of tuition. The cost of tuition is determined by the school (book are not included as a cost of tuition); and/or
 4. Earned income of full-time students age 18 or older who are not the head, co-head Or spouse is excluded to the extent that it exceeds \$480.

SECTION IV. VERIFICATION OF HOUSEHOLD COMPOSITION AND INCOME

- A. All heads of household and/or spouse, and household members aged 18 and above will be required to provide picture identification.

Picture identification may include, but is not limited to: driver's license, motor vehicle identification card, passport, military identification card, or employment identification.

If head of household and/or spouse, or household member who is age 18 and above is unable to provide picture identification, two other forms of identification will be required in lieu of the picture identification. Parkway Village will determine if the identification provided is acceptable.

Other forms of acceptable identification may include, but are not limited to: birth certificate, social security card, and insurance identification card.
- B. All other household members are required to provide a form of identification which may include, but are not limited to: birth certificate, valid proof of social security number, insurance identification card, immunization card, or school record.
- C. All household members age 18 and above must disclose and verify a valid/assigned social security number. Those household members age 18 and over who are unable to disclose and verify a valid/assigned social security number will be denied placement and/or if already residing in the unit, steps

will be taken to terminate the lease effective with the next annual recertification, beginning with annual recertifications effective September 1, 2007.

- D. If an applicant states that he/she is married but is estranged from or in the process of a separation from his/her spouse, tenant must complete management's estrangement/separation certification in order to prove the spouse will not be residing in the unit.
- E. All regular sources of income, including asset income, must be verified by third party when assets total more than \$5,000. Faxed verifications will be accepted as long as the verifiable source receives and re-submits the fax. Assets totaling less than \$5,000 will be self certified by completing an "Under \$5,000 Asset Certification" form. (Excluding HOME units*)
 - 1. For placements, verifications must be received prior to the execution of the Tenant Income Certification and the actual move-in date.
 - 2. For annual recertifications, verifications must be received prior to the execution of the Tenant Income Certification and the effective date of the annual recertification.

*All HOME units must have all income and assets verified through a third party.

- F. Effective term of verifications for determining initial and on-going eligibility is valid for 120 days prior to the effective date. After this time, a new verification must be obtained.
- G. Attempt must be made to obtain written third party verification. Verifications requests must be sent and/or faxed directly to and returned by the third-party source. If faxed, facsimiles should clearly show a header or footer indicating from where it originated and from where it was returned. Verifications will be dated stamped in upon their receipt by management.
- H. Verbal verifications are only acceptable to clarify information already provided on the written documentation. Any other use of verbal verification is not acceptable. If written verification can not be obtained, management will consider the household ineligible unless eligibility can be established through appropriate documentation.
- I. Verifications must never be altered. Whiteout should never be used. If verifications received from the third party source contains whiteout a follow up call to the third party source is required to document why the verification form was altered.

When a verification needs clarification, a clarification memo will be placed in the file which includes the information clarified; the name; signature and date of the staff member obtaining the clarification as well as the name of the person providing the requested clarification, their title, phone # and the date and time of the call.

Acceptable forms of income verifications

- a. Employment Income
 - i. Employment verification form completed by the employer or a statement from the employer on company letterhead (which must include the anticipated income for the following 12 months); or if able to document management is unable to obtain
 - ii. Copies of six of the most current pay stubs from the employer showing gross income per pay period and frequency of pay, unless tenant is able to verify that their employment started within the six most current pay stub period; or

- iii. A copy of the most recent income tax return signed by the applicant/tenant or copies of Form W-2 providing the amount of income, including income from tips and other gratuities, supported by current check stubs from the employer.
- b. Self-Employment
- i. Accountant's or bookkeeper's statement of net income (if the accountant or bookkeeper is not the business owner) and a statement from the business owner regarding anticipated income
 - ii. Financial statement(s) of the business along with an affidavit or notarized statement from the applicant forecasting the anticipated income for the 12 months following certification; or
 - iii. The prior year's income tax return (Schedule C and 1069 and 1040 or K-1) along with a statement from the applicant/tenant forecasting the anticipated income for the 12 months following certification.
- c. Social Security, pensions, supplemental security income (SSI), Disability Income
- i. A benefit verification form completed by the agency providing the benefits;
 - ii. An award or benefit notification letter prepared by the authorizing agency. (Note: copies of checks, bank statements reflecting automatic deposits or deposit slips are not acceptable forms of verification.
 - iii. Note: If the Social Security Administration or other plan provider has published a Cost of Living Adjustment (COLA), the increase will be included as appropriate.
- d. Unemployment
- i. A verification form completed by the employment compensation agency, or
 - ii. Records from the unemployment agency stating payment dates and amounts.
 - iii. Note: The weekly benefit amount should be multiplied by 52 weeks regardless of how many weeks the applicant/tenant is entitled to collect unless there is an imminent change.
- e. Alimony/child support
- i. Alimony or child support that is court ordered or otherwise supported by a written document must be included as income unless:
 - a. The receipt of the child support or alimony certifies the funds are not being received and are not expected to be receiving during the certification period; and
 - b. Reasonable efforts have been made to collect the amount due, including filing with courts or agencies responsible for enforcing payments.
 - ii. Child support or alimony can be verified through the following documentation:
 - a. A copy of a separation or settlement agreement, a divorce decree or verification from a clerk of the court stating the amount and type of support payment schedule;
 - b. A printout or statement from the Support Enforcement Agency (for child support verification) addressing support for all children in the household;
 - c. An affidavit from the person paying support;
 - d. A copy of the most recent check and documentation regarding the frequency of payments;

- e. As a last alternative, the applicants/tenants statement or affidavit of the amount being received. The file should include a detailed explanation of why none of the alternatives listed above could be provided.
- f. Recurring Contributions to the household
 - i. A signed affidavit by the person providing the assistance. The statement should include the purpose, dates and value of the contributions or gifts.
 - ii. A letter from the bank, attorney, or trustee providing the necessary information; or
 - iii. A statement from the applicant/tenant providing the necessary information. The statement must include an explanation detailing why neither of the alternatives listed above could not be obtained.
- g. Unemployed Applicant/tenant
 - i. The unearned income of unemployed applicants/tenants receiving regular income from any source, such as Social Security, pensions, recurring gifts, etc must be verified as described previously. Additionally, if the applicant/tenant indicates that they have no earned income, or is currently unemployed and claiming zero income, or is unemployed but anticipates beginning work within the next 12 months; the applicant/tenant must complete an Unemployed Affidavit.

Acceptable forms of Asset Verification

Household with combined assets of \$5,000 or more must be third-party verified and may be documented by using an asset verification form.

- h. Account held by a bank (i.e. checking, savings)
 - i. Verification of assets completed by the bank where held;
 - ii. Copies of bank statements. For checking accounts, applicant/tenant must provide the most recent six months of statements to get the average six-month balance. For savings accounts, applicant/tenant must provide the most recent bank statement.
- i. Trust Funds
 - i. A letter from the trust administrator or representative;
 - ii. A copy of the most current fund statement
- j. Personal Property Held as an Investment
 - i. A copy of a current appraisal of value.
- k. Real Estate
 - i. Copy of the most current tax assessment or statement from a real estate broker;
 - ii. If under a contract of sale, a copy of the contract;
 - iii. For the outstanding loan balance, a payoff statement from the mortgage holder
- l. Stocks, bonds, etc.
 - i. Copy of the most current account statement from a brokerage firm;

- ii. A statement from a brokerage account representative.
- m. Retirement and Pension Funds
 - i. Copy of the most current account statement showing the ownership (vesting) percentage;
 - ii. Copy of the most current benefit statement
- n. Whole Life or Universal Life Insurance Policy
 - i. Copy of the most current statement of cash value;
 - ii. Statement from the insurance company as to the value of the policy.
- o. Mortgage or Deed of Trust
 - i. A copy of an amortization schedule relating to the specific term and interest rate of the mortgage.

J. TENANT INCOME CERTIFICATIONS (TIC)

Initial Certifications

After obtaining; verifying and computing all income and asset information, a Tenant Income Certification (TIC) is prepared and all household members age 18 and above and a representative of the Housing Authority are required to sign the TIC before signing the lease, but in no case more than ten (10) days prior to move-in.

Recertifications

All units must be certified annually on or before the anniversary of the move-in date. The original move-in date must be carried over onto all subsequent recertifications. Annual recertification TIC's must be signed by all household members age 18 and above and a representative of the Housing Authority any time after all verifications have been collected, but no later than the effective date. In no case can the TIC be signed more than 120 days prior to the effective date.

SECTION V. REPORTING CHANGES IN FAMILY COMPOSITION (HOME/TC UNITS ONLY)

- A. All changes in family composition must be reported within 14 days of the occurrence.
 - 1. Additional household members must have prior approval by management, with the exception of additions due to birth.
 - 2. If adding a new household member results in the household size exceeding the maximum occupancy standard for the units' size, approval may be denied by management.
 - 3. New household members who are age 18 and over, will be required to complete an application and pay all applicable screening fees. If approved, the household will be required to attend an income interview to redetermine eligibility for the HOME or tax credit unit.
 - 4. New household members who are under the age of 18, are also subject to prior approval by management, however, if approved there is no requirement for an interim income interview.

5. If all household members on the original lease no longer occupy the unit, management must consider this a new household and the household must be verified to be income qualified and treated as a new move-in.

SECTION VI. OCCUPANCY STANDARDS

- A. A minimum of one and a maximum of five people are allowed in a two-bedroom unit.
- B. A minimum of two and a maximum of seven people are allowed in a three-bedroom unit.
- C. Exceptions to the occupancy standards:

Applicants may request an exception to the above occupancy standards. Examples of exceptions are as follows, but not limited to:

- ✓ An exception may be granted if a larger bedroom size is needed for medical equipment due to its size and/or function, or as a reasonable accommodation for a person with disabilities; or
- ✓ An exception may also be granted for a smaller bedroom size in cases where the number of household members exceeds the maximum number of persons allowed for the unit size in which the family resides and the family does not want to transfer to a larger size unit.

When evaluating exception requests consideration will be given to the size and configuration of the unit. In no case will an exception be granted that is in violation of local housing or occupancy codes, regulations or laws.

All requests for exceptions to the occupancy standards must be submitted in writing.

Approval of all exception requests will be at the discretion of management.

SECTION VII. SECURITY DEPOSITS AND FEES

- A. A refundable Security Deposit will be required as follows:

\$350.00; or

If additional deposit is required per Section II of this Policy, the refundable deposit will increase accordingly.

Applicants are required to pay the security deposit on the date of lease signing, unless otherwise arranged by the tenant and Housing Authority.

SECTION VIII. LEASING OF DWELLING UNIT

Parkway Village will enter into a Lease Agreement with each household. The Lease Agreement reflects the conditions governing occupancy.

- A. Execution of Lease Agreement

1. All household members are required to be listed on the Lease Agreement.
2. If at any time during the life of the Lease Agreement, any change in the household's status results in the need to change or amend any provisions of the Agreement, or Parkway Village desires to

waive any provisions with respect to the household, (1) the existing Agreement is to be canceled and a new Agreement executed; or (2) an appropriate rider is to be prepared and made a part of the existing Agreement.

3. The initial lease term will be for a minimum 12-month term.

B. Cancellation of Lease agreement

Cancellation of a household's Lease Agreement is to be in accordance with the provisions contained within the Lease Agreement.

C. Rental of Garage

Garage units are available for rent under a separate agreement for tenants of Parkwy Village Apartments.

SECTION IX. ANNUAL AND INTERIM RECERTIFICATIONS OF HOUSEHOLD INCOME (HOME AND TAX CREDIT UNITS ONLY)

A. All households, with the exception of households renting a market rate unit, must have income certified annually. The certification is mandatory and the household will be notified by management of the date and time of interview.

D. An interim certification is required whenever:

1. A person who is age 18 or over is added to the household, or when a change in household composition results in a change in income (i.e. death, marriage, divorce, or household member vacates a unit).

2. SHA will not add an individual age 18 year of age or older to an existing household if they are unable to disclose and verify a valid/assigned social security number.

3. SHA will allow the addition of new household member(s) age 18 or above prior to the expiration of the first six-months of the initial lease term, as long as the new household is income qualified and treated as a new move-in.

4. If all household members on the original lease no longer occupy the unit, management must consider this a new household and the household must be verified to be income qualified and treated as a new move-in.

C. If a tax credit or HOME unit participant household's gross annual income exceeds 140% of median income at the time of their annual/interim recertification, the next available unit of comparable or smaller size within the building will be filled with an income eligible household.

D. If a tax credit or HOME participant household certifies and verifies at their annual/interim recertification that all household members are full-time students, and are not eligible for an exception per Section II, the next available unit of comparable or smaller size within the building will be filled with an income eligible household, and the tax credit and/or HOME unit becomes a market unit.

SECTION X - INSPECTIONS

Annual inspections will be completed on all units and will be required to meet local code and HQS standards per 24 CFR 882.109.

SECTION XI. APPLICANT/PARTICIPANT MISREPRESENTATION/FRAUD

Misrepresentation and fraud will be handled per the Lease Agreement.

SECTION XII. DENIAL OF APPLICATION AND TERMINATION OF TENANCY

- A. Parkway Village may deny an application, deny participation, and decline to enter into a Lease, or take steps to terminate tenancy in the following cases:
1. Households with outstanding balances incurred in the most recent 7 years, owed to the Salem Housing Authority (SHA) in connection with any SHA administered housing program/project (excluding emergency housing programs), may apply for placement on the waiting list, however, all balances must either be paid in full prior to being placed in a program/unit, or applicant must be current with an agreed upon repayment agreement.

If a household's name comes to the top of the waiting list and it is determined that they have an outstanding balance with SHA, they will be notified of the amount owing and will be given ten (10) calendar days from the date of notification to make payment in full, or verify that they are current with their agreed upon repayment agreement. If payment is not made in full or if the applicant is not current with their agreed upon repayment agreement, the household will be denied and their application will be removed from the waiting list.
 2. If the applicant or participant household has committed any fraud in connection with any federal housing assistance program, an application shall not be accepted and/or steps will be taken to terminate tenancy.
 3. If an applicant household provides incomplete, inaccurate or falsified information, Parkway Village may deny placing the applicant's name on the waiting list, as well as being grounds for subsequent termination of tenancy upon later determination of information being falsified. If a participant provides incomplete, inaccurate or falsified information, Parkway Village may take appropriate steps to terminate tenancy.
 4. If an applicant or participant household fails to disclose and verify assigned social security numbers, their application will not be accepted.

All family members age 18 and above must provide a valid/assigned social security number. Failure to provide a valid/assigned social security number is cause to deny housing or terminate the lease of the family at their next schedule annual recertification, beginning with annual recertifications effective September 1, 2007.

Family members who provide an invalid, bogus, unofficial social security number, or a social security number that has been assigned to another individual, will be denied placement for providing false misleading information. If the family member is in a household that is already residing in one of the units covered under this policy, steps will be taken to terminate the lease at their next scheduled annual recertification, beginning with annual recertifications effective September 1, 2007.

SHA will not add an individual age 18 year of age or older to an existing household if they are unable to disclose and verify a valid/assigned social security number

5. If an applicant or participant fails to sign all release forms required by Parkway Village, their application may not be accepted.
6. Applicants who are full time students may be denied application, or have steps taken to terminate tenancy per Section II.
7. Any material violation of the rental agreement is grounds for termination of the tenancy.
8. Failure to comply with the annual recertification requirements is grounds for termination of tenancy.
9. Applicant households who do not meet the requirements under Section II.

SECTION XIII. UTILITY ALLOWANCES

- A. Utility allowances will be reviewed, and adjusted if necessary, on an annual basis.

SECTION XIV. 504 COMPLIANCE

- A. Common spaces are accessible and reasonable alterations will be made to the unit to meet the UFAS Standard as required by Section 504.

SECTION XV. DEFINITION OF TERMS

Annual Income

Gross income anticipated to be received by the household during the 12 months following the effective date of admission or recertification of annual income.

Applicant

A household who is seeking assistance and has not yet executed a lease.

Contract Rent

The total amount of rent specified in the Rental Agreement/Lease.

Domestic Partnership

A relationship between two people who are each at least 18 years of age; are each unmarried; are each other's sole domestic partner and intent to remain so indefinitely; are not related by blood closer than would bar marriage in the State of Oregon; are residing together, sharing the common necessities of life, and are responsible for each other's common welfare; and have registered, certified, or affirmed their relationship with any jurisdiction in the United States which has a domestic partnership or civil union registry, or with the State of Oregon's Public Employees Benefits Board.

Drug

A controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).

Drug-related Criminal Activity

The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug (21 U.S.C. 802).

Gender identity

A person's actual or perceived sex, including a person's identity, appearance, expression, or behavior with respect to actual or perceived sex, whether or not that identity, appearance, expression or behavior is different from that traditionally associated with the person's sex at birth.

Guest

A person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

Low Income

Annual gross income, which is 60% of the median income as, published by HUD.

Other person under the tenant's control

Means that the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined in this section) because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

- Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control;
- Is a short-term invitee who is only under the tenant's control during the period of the invitation and is on the premises because of that invitation; and
- Would be limited by the brevity of the visit and would not extend to activity off the public housing premises

Participant

A Family becomes a participant when the Authority executes a rental agreement/lease on behalf of the Family.

Premises

Defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

Sexual orientation

A person's actual or perceived heterosexuality, homosexuality, or bisexuality.

Source of Income

Refers to the means by which a person supports himself or herself as his or her dependents, including but not limited to money and property from any occupation, profession or activity, from any contract, settlement or agreement, from federal or state payments, court-ordered payments, gifts, bequests, annuities, life insurance policies, and compensation for illness or injury; but excluding any money or property derived in a manner made illegal or criminal by any law, statute or ordinance.

Violent Criminal Activity

Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.