

**St. George's Court
1443 Coronado Hills Drive
Austin, Texas 78752
512-459-8285**

RESIDENT SELECTION PLAN – HANDOUT

Welcome to St. George's Court Apartments. This apartment community offers affordable housing for elderly families and persons with disabilities with site based 202/Section 8 funding through the U.S. Department of Housing and Urban Development.

I. FAIR HOUSING AND OPPORTUNITY LAWS

- A. Management will not discriminate on the basis of race, color, religion, sex, age (except eligibility requirements), handicap, familial status, or national origin in any phase of occupancy process. The occupancy process includes, but is not necessarily limited to, application processing, leasing, delivery of management and service, access to common facilities, and termination of occupancy.
- B. Any applicant/resident who thinks his/her rights have been violated under the Fair Housing and Equal Opportunity laws should contact the HUD Regional Office, Attn: Fair Housing and Equal Opportunity, P.O. Box 2905, Fort Worth, TX 76113, or call toll free 1-800-669-9777.

II. ACCEPTING APPLICATIONS

Management will accept an application for rental from any and all interested persons.

OFFICE HOURS 9:00 A.M. – 5:00 P.M. MONDAY – FRIDAY

If applications are not being accepted, a sign will be posted in a conspicuous place.

- A. Written application, on property's application form, must be made in order to be considered for residency.
- B. By law, only U.S. citizens and eligible non-citizens may benefit from federal rental assistance. These requirements apply to families making application to the property, families on the waiting list and tenants. All family members regardless of age, must declare their citizenship or immigration status. Non-citizens claiming eligible status must provide a copy of INS documentation consent form, and if necessary, INS Form G-845S, INS appeal documentation, and informal hearing documentation (HUD Notice 95-55).

The restriction on assistance to noncitizens applies to all federally assisted properties except the following:

1. Section 221(d)(3) BMIR;
2. Section 202 PAC;
3. Section 202 PRAC; and
4. Section 811 PRAC;

5. Section 202 properties with units not receiving assistance under the Rent Supplement or Section 8 program.

Applicants must submit required documentation of citizenship/immigration status no later than the date management initiates the application process. If the applicant cannot supply the documentation with the specified timeframe, management may grant the applicant an extension of not more than 30 days, but only if the applicant certifies that the documentation is temporarily unavailable and additional time is needed. Management will notify the applicant in writing if the extension is granted or denied.

Management will verify the validity of documents provided by applicants or residents through the Department of Homeland Security (DHS) Alien Status Verification Index (ASVI) database. Management will only conduct the primary verification for persons claiming eligible immigration status. If a secondary verification is requested through DHS, management will send within 10 days Form G-8445S, Document Verification Request.

Management will notify the applicant in writing if the secondary verification process returns a negative result. The applicant may appeal the decision directly to the DHS and the DHS should respond to the appeal within 30 days.

Management will not delay the family's assistance if the family submitted its immigration information in a timely manner but the Department of Homeland Security (DHS) verification or appeals process has not been completed.

Assisted families in place prior to June 1995 that have no eligible members and those that qualify only for prorated assistance and choose not to accept the partial assistance are eligible for temporary deferral of termination of assistance. During the deferral period, the family continues to receive its current level of assistance. The initial deferral period is for six months and may be extended for an additional six-month period, not to exceed 18 months.

A mixed family – a family with one or more ineligible family members and one or more eligible family members – may receive either prorated assistance, continued assistance, or a temporary deferral of termination of assistance.

If any family is eligible for prorated assistance and is not receiving continued assistance, and if the termination of the family's assistance is not temporarily deferred, the amount of assistance the family receives is adjusted based on the number of family members who are eligible compared with the total number of family members. The prorated assistance is calculated by multiplying a family's full assistance by a fraction.

Noncitizen students and their noncitizen families may not receive assistance. Noncitizen students are not eligible for continuation of assistance, prorated assistance or temporary deferral of termination assistance.

C. Application must be made in person by the person(s) seeking the rental unit at the office on the property.

1. Proof of identity will be required for all family members (such as driver's license, state identification card, social security card (at least 6 years of age or older) and birth certificate for children under 18.

- When the applicant has a SSN but does not have the required

documentation, the applicant may submit the SSN and certify that the number is accurate but that acceptable documentation could not be provided.

- Individual's who have applied for legalization under the Immigration and Reform Control Act of 1988 will be able to disclose the social security numbers, but unable to supply the cards for documentation. Social security numbers are assigned to these persons when they apply for amnesty. The cards go back to the Department of Homeland Security (DHS) until the persons are granted temporary lawful resident status. Until that time, their acceptable documentation is a letter from the DHS indicating social security numbers have been assigned.
 - Management will accept the certification and continue to process the individual's application.
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- However, an applicant may not become a participant in the program unless the applicant submits the required SSN documentation to management. The applicant must provide SSN documentation to management with in 60 days from the date on which the applicant certified that the documentation was not available.
 - If management has determined that the applicant is otherwise eligible for admission into the property, and the only outstanding verification is that the SSN, the applicant may retain his or her place on the waiting list for the 60-day period during which the applicant is trying to obtain documentation.
 - After 60 days, if the applicant has been unable to supply the required SSN documentation, the applicant should be determined ineligible and removed from the waiting list.
 - Management may extend the time period for an additional 60 days if the applicant is at least 62 years old and unable to submit the required documentation within the first 60-day period.

2. Should the applicant be personally unable to complete the form:

- a. Applicant must be present to provide the information to the person that completing the application form.
- b. Persons assisting applicant must sign and date the application, indicate it was completed at the direction of the named applicant, and provide identification to management.

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- D. Application may be made by other than personal appearance when written request is made to the property by persons currently residing more than 50 miles from the property, or from persons physically incapacitated at the time. Such condition shall require documentation.
- E. Application must be completed in full. If any information is not available, please note so on the application.
- F. At time application for rental is made, an initial screening interview will be conducted.

Manager and applicant will:

- 1. Review application for completeness. Incomplete applications not made complete in this interview will be so noted and will not be added to the waiting list.

2. Manager/Assistant Manager will obtain identification and record.
3. Applicant's questions will be answered.
4. Manager/Assistant Manager will explain the waiting list and unit offering process.
5. Manager/Assistant Manager will provide Applicant waiting list policy information.

G. Only fully completed applications will be accepted and will be recorded by date and time.

1. The applicant's name will be placed on the Waiting List based on the date and time the application is received. Management will maintain the bedroom-size needs. Management will also indicate on the Waiting List the following about each applicant:
 - a. Eligible bedroom size based on occupancy standards.
 - b. Need for an accessible unit.
 - c. Determination as to eligibility or ineligibility for selection based on eligibility criteria and screening.
 - d. Applicant expiration date for keeping application current.
 - e. Date and unit offered and rejected with reason for the rejection noted.
 - f. Date assigned to a dwelling unit and identification of unit to which assigned.
 - g. Reason for moving Applicant to an inactive status (if not housed).
2. Those applicants on the Waiting List who have not been housed and have met all eligibility requirements will be kept on the waiting list. The applicant must call in **every 3 months** from the date of application to confirm interest. Manager/Assistant Manager will keep a record of the date of the applicant's call.
3. When the average wait exceeds two years the acceptance of applications may be suspended. Notice of suspension will be posted in the office where applicants are interviewed. Management must take applications when the waiting list diminishes to one year. A notice will be posted in the rental office with procedures for accepting new applications and placement on the waiting list. Management will notify in writing major local newspapers and all outreach agencies listed in the AFHMP that the waiting list is reopened.

H. In order to process your application, management will need information/documentation to verify the following:

1. Current monthly income.
2. Credit and statewide Criminal History Background Check on all family members 18 years and older.
3. Rental history. It is your responsibility to provide necessary information that allows us to contact your past landlords. If we are unable to verify your previous landlord and/or references, we reserve the right to deny your application.

I. Eligible applicants will be screened, and those who meet the screening criteria will be considered for housing. Criminal History Credit History and Rental History will be obtained for all household members who are:

1. 18 years of age or over
2. Persons married (regardless of age)
3. Persons married at one time and presently divorced (regardless of age)
4. A minor (under 18) who is emancipated from parental control by a court order.
5. A minor (under 18) who has a child.
6. A minor (under 18) who is expecting a child.
7. A minor (under 18) who is seeking legal custody of a child and the petition has been filed.

III. INCOME MARKETING AND PROJECT ELIGIBILITY REQUIREMENTS

The program funding sets limits on the total income that you may have in order to live at St. George's Court. Your income may not exceed the low, very low and extremely low income limits (see posted income limits in rental office).

All adults age 18 years and older must sign an authorization for Release of Information HUD Form 9887 and 9887A for which allows release of information between government agencies and third party verifications prior to being accepted for occupancy and every year thereafter.

Applicants must agree to pay rent required by the program under which the family will be receiving assistance.

The unit for which the applicant is applying must be the family's only place of residency.

Management will market through their AFHMP and other agencies within the community that assist families, which are extremely low income. Management will make at least 40% of the assisted units that become available in each year of the project's fiscal year available for leasing to families whose income does not exceed 30% of the area median income (extremely low-income) at the time of admission. In addition, the following restrictions continue to apply:

- a. Not more than 25% of units available for occupancy prior to October 1, 1981 shall be rented to low-income families.
- b. Not more than 15% of units available for occupancy on or After October 1, 1981 shall be rented to low-income families.
- c. Management will alternate between the first extremely low-income applicant on the waiting list and the applicant at the top of the waiting list. To implement this method, management will select the first extremely low-income applicant on the waiting list (which may mean skipping over some applicants with higher incomes) for the available unit, and then selecting the next eligible applicant currently at the top of the waiting list (regardless of income level) for the next available unit. As subsequent units become available, tenant selection continues to alternate between the next extremely low-income applicant and the eligible applicant at the top of the waiting list until the 40% target is reached.
- d. If a property has actively marketed at least 40% of the annually available units to extremely low-income families, but was unable to fill all of the units with families meeting the extremely low-income requirement, the property is permitted to rent to other eligible families after a reasonable marketing period (30-days) has expired. The property that is not able to fill these units will

maintain a record that demonstrates which steps were taken.

IV. WAITING LIST POLICY

A. Waiting List Notification

It is the applicant's responsibility for reporting any changes (in writing) such as address, family size and phone numbers. You are required to update your household information every three (3) months either by phone or in writing to the rental office at:

St. George's Court
1443 Coronado Hills Drive
Austin, Texas 78752
512/459-8285

You will be notified in writing when management will start processing your applicant for eligibility for an apartment. You will have five (5) days from the date of that letter to schedule an appointment. If you do not respond to the application processing letter, management will notify you by letter that you have ten (10) days from the date of that letter to contact the rental office or your application for rental has will be withdrawn and your name removed from the waiting list.

If you do not meet our Screening/Eligibility Criteria you will be provided a written explanation. Should you disagree with this decision, you will have the right to respond within fourteen (14) days from the receipt of our letter in accordance with the Tenant Grievance and Appeal Procedures.

B. Waiting List Preferences

Each of the following preferences, Handicapped, Displaced by Government Action or a Presidential Disaster (allowed only for properties programs 221(d)(4), 221(d)(3), 221(d)(3) BMIR and 236) , Single and employed households are assigned in the same weight within each preference, so all qualifying applicants are equally eligible with the date of application being the determining factor. Applicants will not be selected in an order different from that of the waiting list for the purpose of selecting higher income families for residence. While higher-income applicants may be skipped in order to achieve 40% extremely low-income, lower-income applicants may not be skipped in favor of others who have higher income. Units designed for the mobility impaired should be offered to a mobility-impaired person(s) without a preference before being offered to a non-mobility impaired person(s) with a preference.

Handicap Preference:

Before offering a vacant accessible unit to a non-handicapped applicant, management will offer such units as follows:

1. First, to a current resident of the property having a disability that requires the accessibility feature of the vacant unit. A resident requiring an accessible unit will be placed on a Transfer List until such time as an appropriate unit becomes available.
2. Second, to an eligible qualified applicant on the waiting list having disabilities that require the accessibility features of the vacant unit.

3. Third, to an eligible qualified applicant not having a need for an accessible unit. This person will be housed with the understanding, via a lease addendum, that should an applicant require the features of the accessible unit, this resident not requiring the accessible unit will move to the next available non-accessible unit.

Single Preference:

Single, one-bedroom applicants will be selected in the following order (equal weight is applied):

1. Single and Elderly
2. Single and Handicapped or disabled

Employed Households:

A preference will be given to those households that have an employed member who is the head, spouse or co-head of the household (or other adult family member). Household will not be selected in an order different from that of the waiting list for the purpose of selecting higher income families.

V. DENYING APPLICANTS

A. Applicants may be denied for the following reasons:

1. For not meeting, or exceeding, HUD criteria for the property.
2. For not meeting property screening criteria.
3. If any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as specified in 24 CFR 5.612.
4. Application is incomplete and cannot be made complete based upon the applicant's lack of cooperation.
5. Family composition does not conform to units available on property.
6. Household income exceeds HUD income limits for the programs available on the property.
7. Applicant provided false information necessary in the determination of eligibility.
8. Voluntary withdrawal of the application by the applicant.
9. Management is not able to reach the applicant by phone or mail.
10. Applicant's failure to contact the office every 3 months to remain active.
11. Any household member has been evicted from Federally-assisted housing for drug-related activity for five (5) years from the date of eviction.

12. Any household member who is currently engaging in illegal drug use.
13. Management determines that there is reasonable cause to believe that a household member's illegal use or a pattern of illegal use of a drug may interfere with the health, safety, or right to peaceful enjoyment of the premises by other resident. (Examples of evidence of illegal activities may include a criminal history, former landlord references, etc.)
14. In accordance with Federal law, any member of the household who is a sex offender subject to a lifetime registration requirement under state law shall not be admitted Federally-assisted housing.
15. Drug related and/or violent criminal activity.
16. There is reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
17. Any other criminal activity against persons or property or that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
18. Previous landlords report significant complain levels, including but not limited to:
 - Failure to pay rent in a timely manner.
 - Repeated disturbance of the neighbor's peace.
 - Reports of drug dealing or manufacturing, gambling, or prostitution.
 - Allowing persons not on the lease to reside at the residence.
 - Damage to the property beyond normal wear and tear.
 - Failure to give proper notice when vacating.

VI. ASSIGNMENT OF APARTMENTS

- A. An applicant will be offered an apartment of appropriate size and type. If more than one such appropriate apartment is vacant and available, applicant will be given a choice. If the applicant rejects the vacancy offered, he/she shall be placed at the bottom of the eligible list. The new eligibility date is the date of rejection.
- B. Once the final application process has been completed the applicant will then be notified whether their household is eligible to move in or declined.
- C. Once applicant has been approved as an eligible household, the applicant must move in with in one week and the security deposit will be due at the time of move in.

VII. TRANSFERS

- A. Management shall maintain a list of residents that need or request to be transferred. The name will be placed on the list the day the property receives the request for transfer. Management may require a transfer when the property becomes

aware of the family composition change or other circumstances requiring a change. Families underhoused shall be given preference over families over housed in the transfer process. If the resident requests a transfer, the resident shall be offered a unit and should complete the transfer within ten (10) days. In the event the three such offers/rejection are completed, resident shall be removed from the transfer list and eviction procedures may be instituted, if applicable. If a resident has a delinquency at the time they are for transfer, they will be skipped and the next person in line will be offered the unit. When the delinquencies are paid in full they will be transferred when the next unit is available.

- B. In the event that only one specific unit is available, families requiring transfer shall be accommodated before new applicants.
- C. Families needing special consideration because of handicapping condition or disability shall be accommodated before over housed families whenever possible. Any decision not to transfer a resident needing the same size shall be documented. Factors concerning transfers are as follows:
 - 1. A resident who has given indication that he/she will move within the next two (2) months need not be transferred.
 - 2. A family living in a unit too large for its needs will not be asked to move if there are no applicants waiting for the bedroom size to be vacated by the transfer.
 - 3. Same size transfers (1 to 1, 2 to 2, etc.) are not done unless there is a medical reason for the transfer. Must have documentation from Physician.
 - 4. All residents will be notified of available unit. Management will process the transfer on a first come bases.
 - 5. In the event both waiting lists (resident & applicant) have several families, Management will alternate between the two lists.

VIII. OCCUPANCY STANDARDS

There are no government program requirements relative to the number, sex or relationship of people who may share a bedroom. Park Gardens North Apartments has established the following occupancy standards:

<u>Bedroom size</u>	<u>Minimum # of Occupants</u>	<u>Maximum # of Occupants</u>
1 Bdrm	1	2
2 Bdrm	2	4
3 Bdrm	3	6
4 Bdrm	4	8

IX. TERMINATION OF TENANCY:

- A. Eviction for non-payment of rent.

1. 6th Day – A 10-Day Notice to Vacate for Non-Payment of Rent is hand delivered and/or mailed.
2. 17th Day – Management will prepare and hand deliver and mail a 3-day notice to vacate and resident file is transferred to the property’s attorney for eviction.
3. 21st Day – File Forcible Entry and Detainer with Court.

B. Material Non-Compliance and Other Good Cause.

The Landlord may terminate the lease agreement for the following reasons:

1. The Tenant’s material failure to carry out obligations under any State Landlord and Tenant Act;
2. Drug related criminal activity engaged in on or near the premises, by tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant’s control;
3. Determination made by the Landlord that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other resident’s;
4. Criminal activity by a tenant, any member of the tenant’s household, a guest or another person under the tenant’s control:
 - (a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other resident (including property management staff residing in the premises); or
 - (b) that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
5. If the tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that in the case of the State of New Jersey, is a high misdemeanor;
6. If the tenant is violating a condition of probation or parole under Federal or State law;
7. Determination made by the Landlord that a household member’s abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other resident’s;
8. If the Landlord determines that the tenant, any member of the tenant’s household, a guest or another person under the tenant’s control has engaged in the criminal activity, regardless of whether the tenant, any member of the tenant’s household, a guest or another person under the tenant’s control has been arrested or convicted for such activity.
9. The Landlord may terminate the lease agreement for other good cause, which includes, but is not limited to, the tenant’s refusal to accept change to the lease agreement. Terminations for “other good cause” may only be effective as of the end of any initial or successive term.
10. Repeated late rent payments. If a resident pays rent late, 6 times in any twelve-month period, management may send a 30-day notice to terminate the lease, due to late payments.

- C. If an eviction process is begun by attorney, the costs will be passed on to the defaulting resident who signed the lease.

X. HARDSHIP POLICY

Management will waive the minimum rent requirement to any family that is unable to pay due to financial hardships. The financial hardship exemption constitutes the only statutory exemption and includes these hardship situations:

1. The family has lost Federal, State, or local government assistance or is waiting for eligibility determination (including legal immigrants);
2. The family would be evicted if the minimum rent requirement was imposed;
3. The family whose income has decreased due to a change in circumstances, including, but not limited to, loss of employment.
4. A death in the family has occurred;
5. Other situations as may be determined by the Owner or HUD.

Upon the tenant's request for a hardship exemption, management will waive the minimum rent charge

beginning the month that immediately follows the date that the tenant made the request. The manager may request documentation of the hardship to determine whether there is a hardship and whether it is of a temporary or long-term nature. The determination will be prompt. It is expected that the determination will be done in one week. If the manager determines that there is no hardship covered by the statute, the manager will immediately reinstate the minimum rent requirements.

The tenant is responsible for any minimum rent that was not paid from the date the minimum rent was suspended. The manager will not evict the tenant for nonpayment of rent during the time in which it takes the owner to make the hardship determination. A reasonable repayment agreement will be offered for any minimum rent back-payment by the tenant. If it is determined that the hardship is of a temporary nature, the minimum rent shall not be imposed for a 90-day period from the date of the suspension. At the end of the 90-day period, the tenant shall be responsible for the minimum rent, which shall be imposed retroactively to the initial date of the suspension. The tenant will not be evicted for nonpayment of rent during the time in which it takes to make the hardship determination or during the 90-day grace period. A reasonable repayment agreement will be offered for any minimum rent back-payment by the tenant.

If the nature of the hardship is determined to be long-termed, the manager shall exempt the tenant from the minimum rent requirement from the date the suspension was granted until such a time that the hardship no longer exists. The manager will maintain documentation of all determinations regarding requests for hardship exemptions. HUD offices will monitor this process during their routine management reviews. The implementation of a long-term suspension of the minimum rent requirement will be treated as an interim re-certification. The tenant must complete the appropriate re-certification documents.

XI. PET POLICY

This section explains the policy for keeping pets and any criteria or standard pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of this property to provide a decent, safe and sanitary living environment for all residents, to protecting and preserving the physical condition of the property and financial interest of the property.

Only properties under 202/Section 8, 202 PRACS, 811 PRACS and/or a request for a reasonable accommodation will be allowed to have one (1) common household pet in their apartment. The pet owner must enter into a Pet Agreement with the property. Pets must be registered with the property before they are brought onto the premises. Registration includes:

Certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s) and is pets-free.

Dogs and cats must be spayed or neutered.

Current license for the pet in compliance with local ordinances and requirements.

Execution of a Pet Agreement with the property stating that the tenant acknowledges complete responsibility for the care of the pet.

Registration must be renewed and will be coordinated with the annual recertification date.

Approval for keeping of a pet shall not be extended pending the completion of these requirements.

The property may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. If the property refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with the HUD Notice requests.

The property will refuse to register a pet if:

- A. The pet is not a common household pet as defined in this policy;
- B. Keeping the pet would violate any House Pet Rules;
- C. The pet owner fails to provide complete pet registration information, or fails to update the registration annually;
- D. The property reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

The notice of refusal may be combined with a notice of a pet violation. A resident who cares for another resident's pet must notify the property and agree to abide by all of the pet rules in writing.

Residents are not permitted to have more than one pet. If an approved pet gives birth to a litter, the resident must remove all pets from the premises except one.

Types of Pets Allowed

No types of pets other than the following may be kept by a resident.

Dogs

Maximum adult weight: 25 pounds

Must be housebroken.

Must be spayed or neutered.

Must have all required inoculation.

Must be licensed as specified now or in the future by State law and local ordinance.

Cats

Must be declawed.

Must be spayed or neutered.

Must have all required inoculation.
Must be licensed as specified now or in the future by State law and local ordinance.

Birds

Must be enclosed in a cage at all times.

Fish

Maximum aquarium size (10 gallons).
Must be maintained on an approved stand.
Resident will be responsible for any damage to the property or other resident belongings if aquarium leaks water.

Pets, which are not owned by a resident, will not be allowed. Residents are prohibited from feeding or harboring stray animals.

The following areas are designated non-pet areas:

Playgrounds
Community areas
Other yards

Pet Deposit

The resident/pet owner shall be required to pay a refundable deposit of \$150.00 for the purpose of defraying all reasonable costs directly attributable to the presence of a dog or cat. A pet deposit is not required on birds or fish.

The initial payment to the pet deposit will be no less than \$50 and is required on the date the pet is property registered and brought into the apartment. The remaining pet deposit will be paid monthly in \$10.00 payments until the pet deposit has been paid in full.

If a pet becomes deceased the pet deposit amount paid at the time will be refunded. If a resident wishes to replace the pet with another and new Pet Agreement will be executed and a new pet deposit applied.

Assistance Animal

This policy does not apply to assistance animals and their owners. A separate agreement will be executed enforcing State and local health and safety laws.

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