

Property: Pioneer Apartments
1015 Fourth Avenue
New Kensington, PA 15068

800-654-5984 TTY



RESIDENCY APPLICATION

For Affordable Housing Programs



Date Received: _____	Time Received: _____	AM/PM	Staff Initial _____
*** Management Use Only ***			

You must answer all questions on this application. Information you provide will be used strictly to determine your eligibility for housing in this Community. All information you provide will be handled confidentially. **Incomplete applications will not be accepted.** The Resident Selection Plan and Screening Criteria which provides specific detail regarding application processing as well as additional guidance regarding waiting list preferences, if any, is posted in the rental office. Copies are available upon request.

Do you need any forms in a language other than English? ____ Yes ____ No

If yes, please explain: _____

What size of apartment do you wish to apply for? ____ 1BR ____ 2BR ____ 3BR ____ 4BR

HEAD OF HOUSEHOLD INFORMATION

(Use Legal Name)

Last Name: _____ First: _____ Middle: _____

Present Telephone #: _____ Alternate Telephone #: _____

Current Address: _____

Driver License No. _____ I am: ☐ Married ☐ Widowed ☐ Divorced
State Issued: _____ ☐ Single ☐ Separated
Do you own a vehicle? ☐ Yes ☐ No If yes, _____ Make _____ Model _____ Tag # _____

How did you hear about our Community? _____

We are required to report the Race and Ethnic Origin of the Head of Household for each applicant. Please assist us in supplying accurate information by answering the following questions. This question is optional and your response will have **NO** bearing on your eligibility and shall not be used to discriminate against you in any way. If you choose not to furnish it, enter **(D)** in the appropriate spaces below and the owner will notate your file that you did not wish to complete.

KEY CODES: (D)-Do not wish to Disclose

RACE: (W)-White, (B)-Black, (I)-American Indian/Alaskan Native, (P)-Native Hawaiian/Other Pacific Islander, (A)-Asian

ETHNICITY: (H)-Hispanic, (NH)-Non Hispanic

HOUSEHOLD COMPOSITION

(List below the legal names of all persons who will reside in the apartment)

Legal Name (First, MI, Last)	Sex	Birth Date	Relationship to Head of Household	Social Security Number	Race (key letter above)	Ethnicity (key letter above)

Check all that apply:

A member of the Household: ☐ Receives Medicare Benefits ☐ Receives Medicaid Benefits:
☐ Is a Person with a Disability*

**A definition for disability can be provided by a staff member*

Please list any special housing accommodations that the household will require (*e.g. unit for mobility impaired, visually impaired, hearing impaired, live-in attendant, grab bars, wheel in showers, no steps, etc.*)

Are there any absent household members who under normal conditions would live with you, or plan on living with you in the future? ☐ Yes ☐ No

Name &

Relationship: _____

Explanation: _____

Are there any family members confined to a nursing home or hospital on a permanent basis?

☐ Yes ☐ No

Name &

Relationship: _____

Will you or any ADULT household member require a live-in care attendant to live independently?

☐ Yes ☐ No

Name &

Relationship: _____

Explanation: _____

RESIDENCE HISTORY / REFERENCES

*Please list your address(es) of residency for the past three (3) years, plus list all states that you have ever resided
Use backside of this page if you need more space*

RENTAL HISTORY:

Present Landlord			
Name of Apartments			
Address			
City, State, Zip			
Contact Name (if known)			
Phone Number			
Dates of Residency	From:	To:	Mort./Rent: \$
Reason for leaving			
Were you ever asked to allow or participate in extermination of pests other than regularly scheduled pest control? <i>(Includes roaches, bed bugs, rodents, etc.)</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Did you owe the previous landlord any money when you left or do you currently have any outstanding balances owed to this landlord?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

Previous Landlord #1			
Name of Apartments			
Address			
City, State, Zip			
Contact Name (if known)			
Phone Number			
Dates of Residency	From:	To:	Mort./Rent: \$
Reason for leaving			
Were you ever asked to allow or participate in extermination of pests other than regularly scheduled pest control? <i>(Includes roaches, bed bugs, rodents, etc.)</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Did you owe the previous landlord any money when you left or do you currently have any outstanding balances owed to this landlord?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

UTILITY PROVIDERS: You must be able to establish utility service in the unit.

Do you have any current outstanding balances owed to any utility provider?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Will you be able to establish utilities in your unit?		
Electric.....	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Gas.....	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Water.....	<input type="checkbox"/> Yes	<input type="checkbox"/> No

PLEASE LIST ALL STATES RESIDED IN BY ALL HOUSEHOLD MEMBERS

INCOME INFORMATION

(Include all income received and anticipated for all household members including minors in the next 12 months)

Do YOU or ANYONE in your household receive OR EXPECT to receive income from:

- Employment wages or salaries? ☐ Yes ☐ No
(Must list all current employment/all sources of earned income. Include overtime, tips, bonuses, commissions and payments received in cash.)

<u>Household Member</u>	<u>Name of Employer</u>	<u>Amount</u>
_____	_____	_____ per _____
_____	_____	_____ per _____

- Self-employment? ☐ Yes ☐ No
(include overtime, tips, bonuses, commissions and payments received in cash)

<u>Household Member</u>	<u>Type of Business</u>	<u>Amount</u>
_____	_____	_____ per _____
_____	_____	_____ per _____

- Regular pay from the Armed Forces/Military/Veterans Administration? ☐ Yes ☐ No

<u>Household Member</u>	<u>Branch</u>	<u>Amount</u>
_____	_____	_____ per _____
_____	_____	_____ per _____

- Unemployment Benefits/Worker Compensation? ☐ Yes ☐ No

<u>Household Member</u>	<u>Name of Check Issuer</u>	<u>Amount</u>
_____	_____	_____ per _____
_____	_____	_____ per _____

- Cash Assistance from Dept. of Public Welfare ☐ Yes ☐ No

<u>Household Member</u>	<u>Welfare Address</u>	<u>Amount</u>
_____	_____	_____ per _____
_____	_____	_____ per _____

Child support payments that are received shall be included as income whether or not there is yet a court order awarding payment.

Child support amounts awarded by the courts but not received can be excluded only when the applicant / resident certifies that the payments are not being made and further documents that all reasonable legal actions to collect amounts due, including filing with the appropriate courts or agencies responsible for enforcing payments, have been taken.

As part of the qualification process required by the federal and / or state housing programs with jurisdiction over this development, the following information is needed:

Do you have full custody of your child(ren)? ☐ Yes ☐ No

1. Have you been awarded child support by court order? ☐ Yes ☐ No

2. County and State where court ordered _____
Provide copy of entire court document.

3. Is payment being received as awarded? ☐ Yes ☐ No

PLEASE NOTE If payment is not received or is received in a lesser amount than awarded, we will be required to count the amount of the court ordered support, unless you can provide details and documentation of collection efforts.***

CHILD SUPPORT INFORMATION

Child's Name (First and Last)	\$ Amount	How Often	Source (Name of Court/Agency or Person)	Court Ordered	Payment received as agreed
1. _____	\$ _____	_____	_____	____ Yes ____ No	____ Yes ____ No
2. _____	\$ _____	_____	_____	____ Yes ____ No	____ Yes ____ No
3. _____	\$ _____	_____	_____	____ Yes ____ No	____ Yes ____ No
4. _____	\$ _____	_____	_____	____ Yes ____ No	____ Yes ____ No
5. _____	\$ _____	_____	_____	____ Yes ____ No	____ Yes ____ No
6. _____	\$ _____	_____	_____	____ Yes ____ No	____ Yes ____ No

- Social Security, SSI or any other payments from the Social Security Administration? ☐ Yes ☐ No

<u>Household Member</u>	<u>SSA Office</u>	<u>Amount</u>
_____	_____	_____ per _____
_____	_____	_____ per _____

- Pension, retirement benefit or annuity payments? ☐ Yes ☐ No

<u>Household Member</u>	<u>Source</u>	<u>Amount</u>
_____	_____	_____ per _____
_____	_____	_____ per _____

- Regular payments from an accident settlement, insurance settlement or any other settlement? ☐ Yes ☐ No

<u>Household Member</u>	<u>Source</u>	<u>Amount</u>
_____	_____	_____ per _____
_____	_____	_____ per _____

- Regular gifts or payments from anyone outside of your household? ☐ Yes ☐ No

<u>Household Member</u>	<u>Source</u>	<u>Amount</u>
_____	_____	_____ per _____
_____	_____	_____ per _____

- Regular payments from rental property or other types of real estate transactions? ☐ Yes ☐ No

<u>Household Member</u>	<u>Source</u>	<u>Amount</u>
_____	_____	_____ per _____
_____	_____	_____ per _____

- Any other income sources or types not listed? (Severance, alimony, lottery winnings, inheritance) ☐ Yes ☐ No

<u>Household Member</u>	<u>Source</u>	<u>Amount</u>
_____	_____	_____ per _____
_____	_____	_____ per _____

- Do you or any other household members expect any changes to your income in the next 12 months? ☐ Yes ☐ No

<u>Household Member</u>	<u>Source/Increase/Decrease</u>	<u>Amount</u>
_____	_____	_____ per _____
_____	_____	_____ per _____

- Are you or any other ADULT household members claiming zero income? ☐ Yes ☐ No

Household Member (s): _____

Explanation: _____

ASSET INFORMATION

(Include all assets currently held and anticipated to be received in the next 12 months by all household members INCLUDING minor children. Please include the anticipated income derived from current or future asset)

Do YOU or ANYONE in your household hold:

- Checking or Savings Account? Or Direct Express/Direct Deposit Account? ☐ Yes ☐ No

<u>Household Member</u>	<u>Financial Institution</u>	<u>Value</u>	<u>Income</u>
_____	_____	_____	_____ per _____
_____	_____	_____	_____ per _____

- Certificates of Deposits, Money Market accounts or Treasury Bills? ☐ Yes ☐ No

<u>Household Member</u>	<u>Financial Institution</u>	<u>Value</u>	<u>Income</u>
_____	_____	_____	_____ per _____
_____	_____	_____	_____ per _____

- Stocks, Bonds or Securities? ☐ Yes ☐ No

<u>Household Member</u>	<u>Financial Institution</u>	<u>Value</u>	<u>Income</u>
_____	_____	_____	_____ per _____
_____	_____	_____	_____ per _____

- Trust Funds?

☐ Yes ☐ No

<u>Household Member</u>	<u>Financial Institution</u>	<u>Value</u>	<u>Income</u>
_____	_____	_____	_____ per _____
_____	_____	_____	_____ per _____

- IRA, 401(k), Keogh or other retirement accounts?

☐ Yes ☐ No

<u>Household Member</u>	<u>Financial Institution</u>	<u>Value</u>	<u>Income</u>
_____	_____	_____	_____ per _____
_____	_____	_____	_____ per _____

- Personal Property held as an investment?

☐ Yes ☐ No

(This includes paintings, coin or stamp collections, artwork, collector or show cars and antiques. This does not include your personal belongings such as your car, furniture or clothing)

<u>Household Member</u>	<u>Financial Institution</u>	<u>Value</u>	<u>Income</u>
_____	_____	_____	_____ per _____
_____	_____	_____	_____ per _____

- Whole Life Insurance Policy?

☐ Yes ☐ No

<u>Household Member</u>	<u>Financial Institution</u>	<u>Value</u>	<u>Income</u>
_____	_____	_____	_____ per _____
_____	_____	_____	_____ per _____

- Cash on Hand? A Safe Deposit Box?

☐ Yes ☐ No

<u>Household Member</u>	<u>Financial Institution</u>	<u>Value</u>	<u>Income</u>
_____	_____	_____	_____ per _____
_____	_____	_____	_____ per _____

- Real Estate, rental property, land contracts/contract for deeds or other real estate holdings?

☐ Yes ☐ No

(This includes your personal residence, mobile homes, vacant land, farms, vacation homes, timeshares, or commercial property)

<u>Household Member</u>	<u>Financial Institution</u>	<u>Value</u>	<u>Income</u>
_____	_____	_____	_____ per _____
_____	_____	_____	_____ per _____

- Have you or has anyone in your household disposed of any business or asset for LESS than fair market value during the past two (2) years? ☐ Yes ☐ No

Household Member

Value of Disposed Asset

Date of Disposition

_____	_____	_____
_____	_____	_____

STUDENT STATUS

- Are you or any other household member enrolled as a FULL TIME student at an institute of higher education? ☐ Yes ☐ No
- Were you or any other household member a FULL TIME student At any time in the current calendar year? ☐ Yes ☐ No
- Do you or any other household member expect to be a FULL TIME student at any time in the current calendar year? ☐ Yes ☐ No

Do you or any other household members (INCLUDING MINORS) expect to be a full time student in the next 12 months? ☐ Yes ☐ No

ADDITIONAL REQUIRED INFORMATION

Are you currently receiving assistance from HUD? (tenant based or project based) ☐ Yes ☐ No

Will this be your sole place of residency? ☐ Yes ☐ No

Does your household have any pets? If yes, Type _____ Weight _____ ☐ Yes ☐ No

Are you or any member of your household subject to a lifetime state sex offender registration program in any state? ☐ Yes ☐ No

(failure to respond to this question may jeopardize the approval of your application)

Has applicant or any household member been evicted in the last 3 years from federally assisted housing for drug related criminal activity? ☐ Yes ☐ No

Has applicant or any household member ever been evicted or otherwise involuntarily removed from rental housing? ☐ Yes ☐ No

Have you or has anyone in your household ever committed fraud or been requested to repay money for knowingly misrepresenting information in a federally assisted housing program? ☐ Yes ☐ No

Does any applicant household member have a pattern of alcohol abuse? ☐ Yes ☐ No

Is anyone in your household a current user of or addicted to an illegal or controlled substance? ☐ Yes ☐ No

Has anyone in your household ever been arrested for or convicted of the manufacture, distribution, or sale of a controlled substance? ☐ Yes ☐ No

Has anyone in your household ever been arrested for, charged with or convicted of a felony or misdemeanor crime? ☐ Yes ☐ No

Are there any criminal charges currently pending? ☐ Yes ☐ No

If yes to any of the above Additional Information questions, please provide details: _____

-
- I/We understand that management is relying on this information to prove my household's eligibility for the Housing Program(s) applicable to this Community. I/We will provide all necessary information including source names, addresses, phone numbers, and account numbers where applicable and any other information required for expediting this process. I/We understand that my occupancy is contingent on meeting management's resident selection criteria and the Program requirements applicable to this Community.
 - I/We consent to release the necessary information to determine eligibility. I/We authorize management to obtain one or more "consumer reports": AS DEFINED IN THE Fair Credit Reporting Act, 15 U.S.C. Section 168 a (d), seeking information on our credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics and mode of living.
 - I/We understand that it is our responsibility to contact the Management Office if any of the information provided on this application changes, including but not limited to, changes in mailing address, phone numbers, household composition, income, or asset information.
 - I/We declare that all of the above information and representations contained herein are to the best of my/our knowledge and belief true and correct. I/We understand that providing false information or making false statements may be grounds for denial of my application and may result in criminal penalties.
 - I/We understand that any Lease Agreement I/We enter into for an apartment may be cancelled at any time without liability by the Owner or its Agent if any information or representation upon which they relied and made in the application is misleading, incorrect or untrue regardless of my/our intent.
 - I/We certify that if approved for occupancy, the unit I/we occupy shall be my/our only residence.
 - **All Household Members 18 years of age or older must review this application and then sign below:**

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

If, upon preliminary review, your application appears to be eligible based upon the information you have provided, you will be placed on the waiting list. This does not indicate that you will be offered an apartment. When we expect an apartment to be available in the near future, we will process your application in accordance with the Resident Selection Criteria. If this establishes that your household is not eligible or not qualified, your application will be denied.

We do business in Accordance with the Federal Fair Housing Law. We will not discriminate against any person because of race, color, religion, sex, handicap, familial status, elderliness or national origin, (The Fair Housing Amendment Act of 1988).

In compliance with Section 504 regulations, we do not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in, our federally assisted programs and activities. Management will consider requests from individuals with disabling conditions or mobility impairments for reasonable accommodations in policies, practices or facilities.

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government, HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty Provisions for misusing the social security number are contained in the Social Security Act at ** 208 (a) (6), (7) and (8). Violation of these provisions are cited as violations of 42 U.S.C. Section ** 408 (a) (6), (7) and (8).****

Management Agent:

NDC Asset Management, LLC
101 N. Dithridge Street
Pittsburgh, PA 15213
Office: (412) 647-7400
TTY: 800-654-5984
Fax: (412) 578-7889

NDC Asset Management, LLC, does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities.

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).

**Vicki Megon
504 Coordinator
101 N. Dithridge Street
Pittsburgh, PA 15213
Office: 412- 647-7406
TTY: 800-654-5984
Fax: 412-578-7889**

11/05/2019
TC/HOME PDF



NDC Asset Management, LLC.

101 North Dithridge
Pittsburgh, Pennsylvania 15213
(412) 578-7800 (option 3)
Fax: (412) 578-7889
TT: 1-800-654-5984



Dear Applicant:

We are thrilled to announce that we are currently accepting Applications for Pioneer Apartments, a new apartment complex in New Kensington, PA. Pioneer Apartments is conveniently located at 1015 Fourth Avenue, New Kensington, Pennsylvania 15068.

At this point in time and without any delays in construction, we are anticipating Pioneer Apartments, consisting of One (1), Two (2), and Three (3) bedroom units, to be ready for occupancy this November 2020.

In order to retain a spot on our Waitlist, every question must be answered on the enclosed Application for Residency. Any Application that is not entirely completed, unfortunately, will be returned.

Please use the enclosed envelope to return your completed Application to:

NDC Asset Management, LLC.
ATTN: Shelley Umphress
101 North Dithridge
Pittsburgh, PA 15213

We will begin calling Applicants for interviews to determine their eligibility beginning April 1, 2020. The enclosed outline shows all the information we will need when you attend your interview.

All Applicants will be charged a \$25.00 Application fee. This fee specifically covers the cost of the credit and criminal background checks. Background screens will be completed on all members in the household.

Please feel free to contact the Shelley Umphress, with any questions at 412-578-7800 (option 3) or via email using sumphress@ndcassetmanagement.com

In closing, we would like to thank you for expressing interest in the housing available at Pioneer Apartments.

Pioneer Apartments

RESIDENT SELECTION PLAN AND SCREENING CRITERIA

This Document is available to each applicant. Every Applicant is advised to read this Document. You may read the Document at our office or you may request a copy from the Manager.

We do business in Accordance with the Federal Fair Housing Law. We will not discriminate against any person because of race, color, religion, sex, handicap, familial status, national origin, (The Fair Housing Amendment Act of 1988) or ancestry, age, marital status, sexual preference or the use of a guide dog.

The Final Rule – Equal Access to Housing in HUD Programs regardless of Sexual Orientation or Gender Identity is intended to ensure that housing across HUD programs is open to all eligible individuals and families regardless of actual or perceived sexual orientation, gender identity or marital status.

In compliance with Section 504 Regulations, we do not discriminate on the basis of disability status in the admission or access to, or treatment, or employment in, our programs and activities. Management will consider requests from individuals with disabling conditions or mobility impairments for reasonable accommodations in policies, practices or facilities, so long as such requests do not present an undue administrative or financial burden to management or alter the fundamental nature of the program or property.

The Violence Against Women Reauthorization of 2013 (VAWA 2013) - No eviction, termination, denial of tenancy, denial of assistance or occupancy rights to survivors of domestic violence, dating violence, sexual assault or stalking, for tenants residing in HUD assisted Housing. Victims of domestic violence will not be evicted because domestic violence. However, victims can be evicted for other lease violations.

I. Purpose and Applicability

The purpose of this policy (herein called "Policy") is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and more generally, to set forth **Pioneer Apartments** policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by **Pioneer Apartments** of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, stalking, and/or sexual assault as well as female victims of such violence.

II. Goals and Objectives

This Policy has the following principal goals and objectives:

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA;
- B. Ensuring (to the extent possible) the physical safety of victims of actual or threatened domestic violence, dating violence, stalking, and/or sexual assault who are assisted by Pioneer Apartments;
- C. Providing and maintaining housing opportunities for victims of domestic violence, dating violence, stalking, and/or sexual assault;
- D. Creating and maintaining collaborative arrangements between **Pioneer Apartments**, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence, stalking, and/or sexual assault, who are assisted by **Pioneer Apartments**; and
- E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, stalking, and/or sexual assault, who are assisted by **Pioneer Apartments**.

III. Other Pioneer Apartments Policies and Procedures

This Policy shall be referenced in and attached to **Pioneer Apartments** Tenant Selection Plan and shall be incorporated in and made a part of **Pioneer Apartments** admissions and continued occupancy policy.

To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of **Pioneer Apartments**, the provisions of this Policy shall prevail.

IV. Definitions

As used in this Policy:

- A. *Domestic Violence* – The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction."
- B. *Dating Violence* – means violence committed by a person—
 - (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - (B) where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - (i) The length of the relationship.
 - (ii) The type of relationship.
 - (iii) The frequency of interaction between the persons involved in the relationship.
 - (C) Stalking – Means - to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
 - (D) during, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –
 - (i) that person;
 - (ii) a member of the immediate family of that person; or
 - (iii) the spouse or intimate partner of that person;
- C. *Sexual Assault*- means "any non-consensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.
- D. *Immediate Family Member* - means, with respect to a person –
 - (A) a spouse, parent, brother, sister, or child of that person, or an individual to whom the victim stands in the place of a parent or guardian (for example, the affiliated individual is a person in care, custody or control of the victim); or
 - (B) any other person living in the household of that person and related to that person by blood or marriage.
- E. *Perpetrator* – means person who commits an act of domestic violence, dating violence or stalking against a victim.

V. Admissions and Screening

- A. *Non-Denial of Assistance*. **Pioneer Apartments** will not deny admission to any person because that person is or has been a victim of domestic violence, dating violence, stalking, and/or sexual assault, provided that such person is otherwise qualified for such admission.
- B. *Protections Against Adverse Effects of Abuse*. **Pioneer Apartments** will not deny admission to applicants who may be experiencing negative economic and criminal consequences as a survivor of domestic violence. These adverse effects include ruining credit history, causing poor rental history or being forced to participate in criminal activity.

VI. Termination of Tenancy or Assistance

- A. *VAWA Protections*. Under VAWA, persons have the following specific protections, which will be observed by **Pioneer Apartments**:

1. An incident or incidents of actual or threatened domestic violence, dating violence, stalking, and/or sexual assault will not be a "serious or repeated" violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.

2. In addition to the foregoing, tenancy or assistance will not be terminated by **Pioneer Apartments** as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence, stalking, and/or sexual assault engaged in by a member of the assisted household, a guest or another person under the tenant's control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

(a) Nothing contained in this paragraph shall limit any otherwise available authority of **Pioneer Apartments** or an owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, stalking, and/or sexual assault in question against the tenant or a member of the tenant's household. However, in taking any such action, neither **Pioneer Apartments** nor a manager or owner may apply a more demanding standard to the victim of domestic violence, dating violence, stalking, and/or sexual assault than that applied to other tenants.

(b) Nothing contained in this paragraph shall be construed to limit the authority of **Pioneer Apartments** or an owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or **Pioneer Apartments**, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

B. *Removal of Perpetrator.* Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, **Pioneer Apartments** or an owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be affected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by **Pioneer Apartments**. Leases and/or Lease Addendums used for **Pioneer Apartments** shall contain provisions setting forth the substance of this paragraph

C. **VII. Verification of Domestic Violence, Dating Violence or Stalking**

Requirement for Verification. The law allows, but does not require, **Pioneer Apartments** to verify that an incident or incidents of actual or threatened domestic violence, dating violence, stalking, and/or sexual assault claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set Pioneer Apartments. Management of **Pioneer Apartments** may elect to require verification, or not to require it as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence, stalking, and/or sexual assault may be accomplished in one of the following three ways:

1. *HUD-approved form* - by providing to **Pioneer Apartments** a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence, stalking, and/or sexual assault that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.
2. *Other documentation* - by providing to **Pioneer Apartments** documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence, stalking, and/or sexual assault, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of

abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence, stalking, and/or sexual assault described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. *Police or court record* – by providing to **Pioneer Apartments** a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.
4. *Self-certification* – by providing to **Pioneer Apartments**, a survivor need only to self-certify ensuring third-party documentation does not cause a barrier in expressing their rights and receiving protections needed to keep themselves safe.

A. *Time allowed to provide verification/ failure to provide.* An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, stalking, and/or sexual assault, and who is requested by **Pioneer Apartments** to provide verification, must provide such verification within 14 business days (i.e., 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

Waiver of verification requirement. The management of **Pioneer Apartments** may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the management. Any such waiver must be in writing. Waiver in an instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

VIII. VAWA Emergency Transfer Plan

Internal emergency transfer refers to an emergency relocation of a resident to another unit where the resident would not be categorized as a new application; that is, the resident may reside in the new unit without having to undergo an application process.

External emergency transfer refers to an emergency relocation of a resident to another unit where the order to reside in the new unit.

Safe unit refers to the unit that a victim of domestic violence, dating violence, sexual assault, or stalking believes is safe.

To qualify for an emergency transfer, the resident must:

1. Request the transfer in writing.
2. Believe there is a threat of imminent harm if they were to remain within the same unit
3. Is a victim of sexual assault and may also be eligible to transfer if that assault occurred on the premises within a 90-day calendar period preceding the request for an emergency transfer.

The transfer may be performed even if the resident is not a resident in good standing. The resident's submission of the written request to the owner/agent, where the resident certifies that they meet the criteria, shall be sufficient documentation of the requirements. The owner/agent may ask an individual seeking an emergency transfer to document the occurrence of domestic violence, dating violence, sexual assault, or stalking if the individual has not already provided documentation of that occurrence. No other documentation is required to qualify the resident for an emergency transfer.

The owner/agent ensures those who are victims that strict confidentiality measures are taken and the location of the dwelling unit of the resident will not be given out.

IX. Confidentiality

A. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence, stalking, and/or sexual assault) provided to **Pioneer Apartments** in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

1. Requested or consented to by the individual in writing, or
2. Required for use in connection with termination of funding assistance, as permitted in VAWA, or
3. Otherwise required by applicable law.

- B. *Notification of rights.* All tenants participating in the Section 8 rental assistance program administered by **Pioneer Apartments** shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

X. Notification

Pioneer Apartments shall provide written notification to applicants and tenants, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

XI. Relationship with Other Applicable Laws

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provide greater protection than that provided under VAWA for victims of domestic violence, dating violence, stalking, and/or sexual assault.

XII. Amendment

This policy may be amended from time to time by **Pioneer Apartments** as necessary to comply with federal, state, local and landlord tenant laws.

Pioneer Apartments operates in accordance with the requirements of the Low Income Tax Credits (LIHTC) governed under Section 42 of the Internal Revenue Code and the 811 Program. Nine (9) of the units will be subsidized by Section 811 funds. These Nine (9) units will be FLOATING units. Tenant's rights are subject to the eligibility requirements under the Programs. Tenant must cooperate with Management in certifying their eligibility for these programs. Continued occupancy is also subject to this eligibility.

This Community is a newly constructed, four (4) story elevator apartment building consisting of 36 dwelling units. The property will be built and leased up as a LIHTC Property as general occupancy.

All apartments will be leased to households with annual income (calculated in accordance to HUD guidelines) at or below 50% and 60% of the area median income in effect at the time of move-in according to the following breakdown:

1 bedroom units at or below 20% area median income
1 bedroom units at or below 50% area median income
1 bedroom units at or below 60% area median income
2 bedroom units at or below 20% area median income
2 bedroom units at or below 50% area median income
2 bedroom units at or below 60% area median income
3 bedroom units at or below 20% area median income
3 bedroom units at or below 50% area median income
3 bedroom units at or below 60% area median income

Applications will be accepted at the Community Rental Office during normal office hours unless another place of acceptance is designated. The acceptance of applications for individual unit sizes may be closed when the expected wait for a unit exceeds one year. All applications will be stamped with the date and time they are received.

Once an Applicant is admitted to a specific unit, no transfer will be approved unless there is good cause such as to provide reasonable accommodation for persons who can no longer climb stairs or needs the features of a wheelchair adapted unit or HV (hearing/visual) adaptations in cases where the family size has increased above the maximum occupancy standards for the property listed in this document. A household must be recertified and income eligible at the time of the transfer when transferring to different buildings within the community. Transfers for reasonable accommodation and to correct occupancy standards will take priority over admission of applicants to the property. The cost of transfers will be the responsibility of the requesting resident, unless HOME Regulations required the cost to be paid by the property.

For the purposes of application for housing, Applicant will be defined as:

The Applicant, Co-applicant and all adult family members or any adult requesting to be added to the household of a current resident; no one will be added to the household during the initial one-year lease term.

Applications will not be accepted if:

1. The application is not completed to the extent that allows prescreening to determine if they meet the requirements of the program under which the property operates.

2. The Applicant does not meet the legal capacity to enter into a lease agreement.
3. The family size is not appropriate to the apartments in the community.

OCCUPANCY

Occupancy standard are enforceable by state and/or local laws. Residents will be placed in units of appropriate size as follows:

One Bedroom	Maximum of 2 persons
Two Bedroom	Maximum of 4 persons
Three Bedroom	Maximum of 6 persons

Units providing special equipment or features designed for individuals with disabilities will be first offered in chronological order to Applicants that need the features of that unit. Accessible units are held for 30 days during lease up.

A live-in aide is defined as a person who lives with an elderly, disabled or handicapped individual(s) and is essential to the individual's care and well-being, not obligated for the individual's support and would not be living in the unit except to provide the support services. A live-in aide qualifies for occupancy only in accordance with the preceding definition. The live-in aide does not and may not qualify for continued occupancy as a remaining household member. The live-in aide is counted as a household member for purposes of determining bedroom size.

UPDATES TO THE APPLICATION

Applicants on the waiting list are responsible for reporting any change in address, phone number, household composition, income or assets, full-time student status, need for a live-in care attendant, receipt of any federally subsidized rental assistance, or any other pertinent facts to Management.

In addition, Management will contact you by mail periodically to reaffirm your continued interest in our Community and to update any changes in material information listed on the application. Therefore, it is EXTREMELY important that you notify Management of any change in mailing addresses or phone number. Failure to reconfirm interest with Management by receiving and returning this update letter will result in the deletion of the Application from the waiting list.

APPLICATION PROCESSING

One waiting list is maintained at Pioneer Apartments. All units, including units in new construction phases, are leased to *eligible persons* from the existing waiting list in the manner described below:

When a unit becomes available or when Management has reason to believe a unit will become available in the near future, we will notify the first Applicant on the waiting list ***who appears eligible for that unit*** and request an interview. At this interview, the information originally provided on the Residency Application must be updated. Required verifications must be signed in order to determine eligibility and to be sure the Applicant Household meets the Screening Criteria. Uniform screening procedures will be applied to all Applicants. A Screening fee will be charged to obtain a credit and criminal background check to all adult members of the household, this charge will be equal to the cost to obtain the background check. Applicants will be contacted in chronological order until the verification process identifies an eligible, qualified Applicant.

If the property offers more than one income limit and rent, Applicants will be contacted in chronological order based on the income limit and rent designation of the available unit according to the income indicated on the application. If a property has specific units set aside for a specific housing program, those units must be offered to those Applicants who have been referred from that specific housing program.

We will notify the Applicant by phone or by mail. Three attempts will be made, if necessary. At minimum, one attempt will be in writing.

If we receive no response within ten (10) days of the first attempt, the application will be removed from the waiting list. A follow-up letter will be mailed indicating that we have removed the application from the waiting list.

If any mailed letter is returned as undeliverable, the Applicant will automatically be removed from the waiting list and no further action will be taken.

If an Applicant rejects the first unit offered or cannot move at the specified time, the Applicant will retain his/her place on the waiting list; however, if the Applicant rejects the second unit offered or cannot move at the specified time, the Applicant will be removed from the waiting list.

ELIGIBILITY

Eligibility for the Housing Tax Credit Program and the HOME Program consists of:

1. Household income and assets, calculated in accordance with HUD guidelines, must be at or below the applicable income limit.
2. Household must meet the Housing Tax Credit Program and HOME Program Guidelines. Communities developed for a specific target group such as the elderly, handicapped, disabled or farm worker families, etc. will ONLY be offered to applicants that meet the guidelines and restrictions placed upon that specific property as defined by the documents that govern that property.
3. Applicants must have the ability to pay rent, maintain the unit in a reasonable condition and not interfere with the rights of other tenants
4. Household must meet the student requirements for eligibility as outlined within HOME or the LIHTC Student Rule below:

- **Student Status** - A student who is otherwise eligible and meets screening requirements is eligible for assistance if the student meets the criteria indicated below. HOME assistance shall be provided to any individual who is enrolled as either a part-time or full-time student at an institution of higher education for obtaining a degree, certificate, or other program leading to a recognized educational credential: where the student is:

- a. Is living with his or her parents who are receiving Section 8 assistance;
- b. Is individually eligible to receive Section 8 assistance and has parents who are income eligible to receive Section 8 assistance;
- c. Is a veteran of the United States military;
- d. Is married;
- e. Has a dependent other than a spouse (e.g. dependent child);
- f. Is at least 24 years of age;
- g. Is a person with disabilities, as such term is defined in section 3(b)(3)(E) of the 1937 Act and was receiving assistance under section 8 of the 1937 Act as of November 30, 2005;
- h. Is classified as Vulnerable Youth; A student meets HUD's definition of a vulnerable youth when:
 - The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age or older;
 - The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's State of legal residence;
 - The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth (as such terms are defined in section 725 of the McKinney-Vento Homeless Assistance Act) (42 U.S.C. 11431 et seq.), or as unaccompanied, at risk of homelessness, and self-supporting, by
 - A local educational agency homeless liaison designated pursuant to the McKinney-Vento Homeless Assistance Act;
 - The director of a program funded under the Runaway and Homeless Youth Act or a designee of the director;
 - The director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (relating to emergency shelter grants) or a designee of the director; or
 - A financial aid administrator; or
- i. The individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances.
 - If a student does not meet the eligibility criteria above, but can prove independence from parents under HUD Rules, then the student would meet HUD's student eligibility criteria.
 - If an ineligible student applies for or is a member of an existing household receiving Section 8 assistance, the assistance for the household will not be prorated but will be terminated.
 - An owner cannot evict or require an ineligible student to move from a unit if the student follows the terms of the lease.
 - Any financial assistance a student receives (1) under the Higher Education Act of 1965, (2) from private sources, or (3) from an institution of higher education that is more than amounts received for tuition and other fees is included in annual income, except:
 - a. If the student is over the age of 23 with dependent children or
 - b. If the student is living with his or her parents who are receiving Section 8 assistance.
 - Financial assistance that is provided by persons not living in the unit is not part of annual income if the student meets the Department of Education's definition of "vulnerable youth."

Under the LIHTC Program a Student includes those attending public or private elementary schools, middle or junior high schools, seniors' high schools,

colleges' universities, technical, trade, or mechanical schools, but does not include those attending on-the-job training courses. LIHTC Assistance will be provided to:

1. Household containing at least one occupant who is not a Full-Time student and has not been will not be a Full-Time student for five months or more out of the current and/or upcoming calendar year (months need not be consecutive).
2. Households containing all students but is qualified because one occupant is/are a PART TIME Student(s).
3. Household containing all **FULL TIME** Student for five months or more out of the current and/or upcoming calendar year (months do not need to be consecutive), must meet one of the following:
 - a. The students are married and entitled to file a joint tax return.
 - b. One student is a single-parent with children) and this parent is not a dependent of someone else, and the child(ren) is/are not dependent of someone other than a parent.
 - c. One Student is receiving Temporary Assistance to Needy Families (TANF).
 - d. One Student participates in a program receiving assistance under the Job Training Partnership Act, or under other similar, federal state or local laws.
 - e. The household consist of at least one student who was previously under Foster care.
4. Full-time Students households that are income eligible and satisfy one or more of the above conditions are considered eligible.

Additional screening to verify that Applicant is eligible under NDC Asset Management, Inc. Screening Criteria will include a background check on rental, credit and criminal history and determining whether the rent is affordable for the household. History will be sought on all adult members of the family for a period of up to the past seven (7) years. Final decisions on eligibility cannot be made until ALL verifications have been completed. If the Applicant fails to provide ALL information needed to complete the verification process, the application will be canceled.

Applicants who are Section 8 Housing Choice voucher holders will not be refused occupancy solely based on their status as a voucher holder but must otherwise meet all applicable eligibility requirements. Section 8 vouchers holders are welcome at the property.

APPLICATIONS MAY BE REJECTED IF ANY OF THE FOLLOWING ARE VERIFIED:

1. **CRIMINAL HISTORY:** In the interest of the safety and welfare of all residents, history will be sought on all household member aged 18 and older.
 - Crimes Against Persons: Conviction of such a crime within the past seven years.
 - Crimes Against Property: Conviction of such a crime within the past five years.
 - Drug Related Criminal Activity: Conviction for manufacture, sales, or distribution, or possession with the intent to manufacture, sell, or distribute a controlled substance within the past five years will serve as grounds for rejection. Drug related criminal activity does NOT include the use or possession of a controlled substance if the Applicant can demonstrate that he/she had an addiction to a controlled substance, has a record of such an impairment, or is regarded as having such an impairment AND has recovered from such addiction as evidenced by completion of an accredited rehabilitation program, has not used or possessed a controlled substance for a period of at least one year, and does not currently use or possess a controlled substance.
 - Illegal Firearms: Conviction for the possession of an unregistered firearm or possession of an illegal weapon within the past five years will be considered grounds for rejection.
 - Pattern of Criminal Behavior/Gang Activity: If the criminal history reveals that the Applicant has developed a pattern of criminal behavior and/or has been involved in gang activity, and such behavior presents a real or potential threat to residents and/or property, this information may be used as grounds for rejection.
 - Traffic Violations: Any traffic violation that involves the use of any controlled substance within the past three years.
 - Arrest: If an Applicant or member of an Applicants family has been arrested for a crime but has not yet been tried, the application will be suspended on the waiting list, pending the outcome of the legal proceedings. The application will be reconsidered, with the above guidelines applied, after such legal proceedings have been concluded.
 - Release from Jail: After a jail term is served and the Applicant is released, the Applicant will be required to wait a period of one year prior to submitting an application.
 - Felony Conviction

- Sex Offender or Sexual Predator - Designated or registered as a Sex Offender or Sexual Predator as defined by Statutes.
- Probation/Parole- Currently on active probation or parole resulting from any of the above.
- Adjudication- Any of the above related charges resulting in "Adjudication Withheld" or "Adjudication Deferred"

2. **CREDIT REVIEW:** Management will check all available credit references. Lack of credit history shall not be grounds for rejection, but a poor credit history may be. Any one of the following items shall be considered examples of unfavorable credit and shall serve as the basis of rejection.

- Any one lien or judgement not remedied within the past three (3) years.
- Any one personal bankruptcy within the past three (3) years.
- Any two (2) credit obligations that are two (2) months or more delinquent.
- Any one foreclosure of real estate within the last three (3) years.
- Any one repossession of personal property within the last three (3) years.
- Derogatory medical bills are exempt and are not considered negative credit obligations

All credit shown in the report issued by the Credit Bureau will reflect on both spouses in the absence of divorce and/or legal documentation that clearly separates the parties' credit responsibilities. In the case of unfavorable credit references, the responsibility of Management is limited to informing the Applicant that the application has been rejected based on confidential information received from the credit bureau. If the Applicant believes the credit report is in error, Management is agreeable to re-appraising a credit report forwarded to Management by the Credit Bureau on behalf of the Applicant that identifies corrections or additions made as a result of action taken by the Applicant directly with the credit bureau. The application is, however, considered rejected until such updated information is received. The position on the waiting list will be suspended pending receipt of corrected information; however, the suspension will be allowed for a maximum of sixty days, after which time the rejection will become final.

3. **AFFORDABILITY:** The household must be able to afford the monthly rent. Generally speaking, the rent should be no more than 35% to 40% of the household's gross monthly income. Additional consideration and further review will be given to households who have few or no credit obligations and to those who have numerous credit obligations and whether the household gross monthly income is taxed or not taxed.

4. **VERIFICATIONS OF PRIOR RENTAL HISTORY:** Applicant may be rejected if there is:

- Any one history indicating the Applicant "skipped" or owes a balance for rent or damages to a current/previous landlord.
- Any one eviction for cause. In cases of eviction for non-payment of rent, consideration shall be given to the financial ability of the resident to pay the required rent.
- Any two late payments of rent during any six (6) month period.
- Any rental history indicating that the Applicant, family member or visitor was destructive to the apartment, or the surrounding area, or was responsible for disturbing the safety, security, or right to peaceful enjoyment of other residents.
- Any unauthorized alteration to the apartment that would create an insurance risk or fire hazard.
- Unsanitary living due to lack of housekeeping.
- The family's assistance or residency in a subsidized housing program has been terminated for fraud, nonpayment of rent or failure to co-operate with the re-certification procedures.
- Substantial risk that the Applicant, other family members or visitors to the apartment will interfere with the health, safety, security, or right to quiet enjoyment of other residents.

ADDITIONAL PROVISIONS

Applicants are required to complete an application form, attend an interview and sign all forms required as consent to the release of information necessary to verify all income, assets, household characteristics and circumstances that effect eligibility. This information for all members of the Applicant household will be independently verified by management in accordance with regulations contained in the HUD 4350.3 Handbook and in accordance with Section 42 of the Internal Revenue Code.

If a rental history or credit history cannot be obtained the Applicant will be asked to furnish one personal (non-family), reputable references whom the applicant has known for a minimum of one year.

Applicants must certify in writing as to whether any adult family member did/did not dispose of any assets for less than fair market value during the two years preceding the effective date of their initial certification.

Applicants must certify that the unit applied for will be the Applicant's sole residence, and the Applicant will not maintain a separate rental apartment in a different location.

When a determination has been made that an Applicant does not satisfy the Resident Selection Criteria, they will be given prompt, written, specific notice of the determination. Documentation relating to the rejection of an Applicant will be kept on file.

Applicants approved for tenancy will be required to comply with lease terms, this includes accessible unit policy.

Exceptions to the guidelines contained in this Resident Screening Criteria may be made at the discretion of the Management Company when it is determined that it is in the best interest of the Applicant or the property to do so.

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

This Tenant Selection Plan complies with The Rehabilitation Act of 1973 or Title VI of Civil Rights Act of 1964.

Vicki Megon
NDC Asset Management, LLC
101 N. Dithridge Street Pittsburgh, PA 15213
Office: (412) 578-7406
Fax: (412) 578-7889
TTY: (800) 654-5984 (*Hearing Impaired Only*)

APPEAL PROCESS FOR REJECTED APPLICANTS

Rejected Applicants will be given written notice of the reason(s) for the rejection of their application and be advised of their right to respond in writing or request a meeting to discuss the rejection with 14 days. Persons with disabilities or persons with limited English proficiency have the right to request reasonable accommodations to participate in the informal hearing.

Any meeting or review of documents will be documented by Management and a decision will be made will be made by a Management representative other than the decision maker for the rejection decision. Any documentation or explanation provided by the applicant will be fully considered in the appeal process.

A written final decision will be given to application generally with 10 days following the submission of the Applicants written appeal or meeting. The written decision will be an acceptance letter or a denial letter.

If the Applicant is found to be eligible, the Applicant will be placed back on the waiting list in his or her original place based on their application filing.

Grievance Policy Procedures are presented to the tenants outlining our customer service communications available. Each tenant signs a Grievance Policy Acknowledgement which is retained in their tenant file. A copy of the Grievance Policy Procedures is also openly posted on Site.

Conclusion: Pioneer Apartments acknowledges that this plan may not address every activity relating to resident selection. Questions concerning this plan and any of its applications may be directed to the management staff.

01-12-2019 _____ Revised

