KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

TENANT SELECTION AND ASSIGNMENT PLAN

07/01/2026

EQUAL HOUSING OPPORTUNITY

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Tenant Selection and Assignment Plan

INTRODUCTION

The objective of this Tenant Selection Plan is to consolidate relevant policies and procedures affecting tenant selection pursuant to applicable federal and state laws and the Tenant Selection Regulations published by the HUD Occupancy Handbook – 4350.3 Rev.1, and the Rental Assistance Demonstration (RAD) Final Rule (PIH 2012-32).

The Tenant Selection Plan sets forth procedures for processing and selecting applicants, including the establishment of program eligibility, occupancy standards, rejection standards, reviews and appeals of rejection decisions, notice requirements, as well as continued occupancy. If there is any conflict between this policy and HUD's regulations, HUD's regulations will prevail.

BUSINESS RELATIONSHIP

The relationship between a landlord (owner/agent) and a tenant or applicant is a business relationship.

A courteous and businesslike attitude is required from both parties. The owner/agent reserves the right to conduct business with anyone who is verbally abusive, swears, is disrespectful, makes threats, uses discriminatory language, appears to be intoxicated or under the influence of alcohol or drugs, is argumentative, or in general displays an attitude, at any time, which causes the owner/agent or the property staff to believe we would not have a positive business relationship.

If an applicant or any member of the applicant's family demonstrates unprofessional behavior in the presence of the management team or other tenants/applicants, the applicant, the applicant's family and other members of the applicant's entourage (if applicable) will be required to leave the property and the application will be rejected.

If the applicant or any member of the applicant's family exhibits threatening behavior, appears to be intoxicated or under the influence of alcohol or illegal drugs or attempts to intimidate the staff, the applicant, the applicant's family and other members of the applicant's entourage (if applicable) will be required to leave the property, and the application will be rejected.

If the applicant or any member of the applicant's family is not appropriately attired, when visiting the management office, the applicant will be asked to leave. Appropriate attire includes shoes, shirts and pants, shorts or skirts.

Unacceptable attire includes, but is not limited to:

- Pajamas
- Bathing suits
- Clothing that allows display of foundation garments (underwear)
- Clothing with inappropriate language or pictures

The use of cell phones or other devices is not allowed when engaging with the property staff. If an applicant/tenant is participating in a cell phone call, texting, reading a text or otherwise using any electronic device (not necessary to alleviate the symptoms of a disability), the property staff will discontinue any communication until the applicant is able to “disengage”.

To ensure the privacy of property staff, tenants and applicants, use of cell phones or other electronic devices, except those necessary to alleviate the symptoms of a disability, by tenants or applicants, is not allowed in the management office.

Animals, (other than assistance animals necessary to allow the applicant/tenant to conduct business with the owner/agent) are not allowed in the management office and/or common areas. All animals must always be on a leash or harness and under the control of their owner. (Refer to House Rules/Pet Policy-ADA.gov)

Children are always welcome. When in the management office, minors must be supervised by their parent or guardian. Property staff are not responsible for childcare or supervision.

Aside from standard property charges, property staff are not permitted to accept any money, gifts, services or favors connected with the application process or associated with any aspect of residency on this property. If property staff solicits any mandatory payment for any part of the application process, the applicant should notify the property staff or KCDC.

1.0 PRIVACY POLICY

It is the policy of KCDC to guard the privacy of individuals conferred by the Federal Privacy Act of 1974 and to ensure the protection of such individuals' records maintained by the owner/agent.

Neither KCDC nor its agents shall disclose any personal information contained in its records to any person or agency, other than HUD, its Contract Administrators or other federal/state entity or investor auditing entities, unless the individual about whom information is requested gives written consent to such disclosure. Such consent may be provided in an equally effective manner, as a reasonable accommodation, when there is the presence of a disability.

This Privacy Policy in no way limits KCDC’s ability to collect such information to determine eligibility, compute rent, or determine an applicant's suitability for tenancy.

2.0 FAIR HOUSING POLICIES

Information about civil rights protections provided through the Fair Housing Act, Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act, the Limited English Proficiency Final Rule, the Equal Access Final Rule and the Violence Against Women Reauthorization Act are all included as Appendix E of this Tenant Selection Plan.

3.0 HUD HOUSING VOUCHERS

KCDC may admit an applicant with a voucher to a unit with Section 8 assistance to those individuals who are a current Section 8 Housing Choice Voucher participant with an issued voucher.

If KCDC discovers that any household member failed to give up current HUD housing assistance before moving to a KCDC property, no rent subsidy or utility allowance will be provided by the Department of Housing and Urban Development until the day after the move out/surrender is complete.

Household members who sign the lease will be responsible for paying the market rent until they are qualified to receive HUD assistance on this property. Any assistance paid in error must be returned to HUD.

Applicants should consult with the local HUD office if the former landlord is accepting subsidy after move-out.

Please note that housing assistance provided through HUD's multi-family housing program is not the same as the housing assistance provided through the voucher program. If any family member moves out, the housing subsidy will not move with the family as it does with a voucher. The family will be required to re-apply to a PHA to receive another voucher.

KCDC offers subsidized housing for income-based rent where tenants will pay rent based upon the household income. Additionally, KCDC offers low-income housing tax credit as well as market rent opportunities. See Appendix E for a chart of available programs within KCDC's Housing Portfolio.

4.0 NON-DISCRIMINATION AND ACCESSIBILITY

It is the policy of KCDC to fully comply with all Federal, State and local nondiscrimination laws; Title II of the Americans with Disabilities Act, Section 504 Rehabilitation Act of 1973, and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. KCDC will administer its housing programs in accordance with (a) the nondiscrimination and fair housing requirements set forth in 24 CFR part 5, including the prohibition on inquiries regarding sexual orientation or gender identity set forth in 24 CFR 5.100 and 5.105(a) (2); and (b) The affirmative fair housing marketing requirements in 24 CFR part 200, subpart M and 24 CFR part 108.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subject to sexual orientation or gender identity discrimination under KCDC's programs. No person shall be refused the right to apply for housing with KCDC.

Sometimes people with disabilities may need a reasonable accommodation to take full advantage of KCDC's housing programs and related services. In accordance with Title II of the Americans with Disabilities Act (ADA), a reasonable accommodation will be provided for disabled persons unless KCDC can demonstrate it would result in a fundamental alteration in the nature of the program or activity or result in undue financial and administrative burdens. Persons requesting a special accommodation must complete the process as outlined in KCDC's Reasonable Accommodation

Policy. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. Because disabilities are not always apparent, KCDC will inform all applicants/tenants of the opportunity to request a reasonable accommodation. All decisions granting or denying requests for a reasonable accommodation will be in writing.

KCDC will make every reasonable effort to provide accessible units to families with physically disabled members requiring such units.

KCDC will endeavor to have bilingual staff, or access to people who speak languages other than English, in order to assist non-English speaking or limited English proficient (LEP) persons. In determining whether it is feasible to provide translation of documents written in English into other languages, KCDC will consider the number or proportion of applicants eligible to be served or participants in the jurisdiction who do not speak English (or LEP persons) and speak the other language and the estimated cost to KCDC per client. KCDC will refer to census data to determine the number or percentage of the population eligible to be serviced for each LEP language group. KCDC will annually review and update its Language Access Plan (LAP) to ensure the needs of LEP applicants and tenants are addressed according to the needs of the jurisdiction.

5.0 TAKING APPLICATIONS

Families wishing to apply for housing with KCDC will be required to complete a pre-application via KCDC's Applicant Portal at www.kcdc.org.

Pre-applications are taken to compile Site-based Waiting Lists for each property. Due to the demand for housing in KCDC's jurisdiction, KCDC may take pre-applications on an open enrollment basis, depending on the length of the waiting lists.

The pre-application will be considered a complete application when all data and information necessary for KCDC to determine the family's eligibility, and documentation verifying income (earned and unearned) necessary to determine total and net family income. All verification essential to determine the family's total and net income and all other documentation relating to eligibility will be made a part of the applicant's record (see KCDC's Implementation Guide for verification procedures).

The application constitutes the basic record for each family applying for KCDC admission or continued occupancy. Each family must supply information required for a complete application and sign the application. Each application for admission will be documented by KCDC as to: (1) the date and time of receipt; (2) the appropriate unit size; (3) determination of eligibility; (4) where applicable, the date of the assignment to a dwelling unit and identification of the property assigned; (5) where applicable, the date of the offer, the date of the applicant's rejection of the offer, reason for the rejection, and identification of the property.

Persons wishing to request a paper application packet or assistance in completing an application online may call KCDC to make special arrangements. The Tennessee Relay Center (TRC) may be used by individuals who are deaf, hard of hearing or speech impaired by dialing 1-800-848-0298.

The applicant may at any time report changes in their applicant status, including changes in family composition or income.

A family may file an application for more than one of the KCDC housing programs without affecting their status on any of the waiting lists.

6.0 ELIGIBILITY FOR ADMISSION

KCDC properties are designed to provide housing to low-income housing families who meet the eligibility and screening requirements set forth in this Tenant Selection Plan. Eligibility requirements may change at any time when HUD issues new guidance.

There are five eligibility requirements for admission to subsidized housing: 1) Qualifies as a family; 2) has an income within the income limits; 3) meets citizenship/eligible immigration criteria; 4) discloses and provides documentation of Social Security numbers (where applicable); and 5) signs consent authorization documents.

Based on federal regulations, KCDC may admit only eligible applicants. In the selection of applicants for admission, eligibility criteria have been established in accordance with HUD guidelines.

The following eligibility standards will be applied in accordance with HUD requirements:

1. The household's annual income must not exceed program income limits at move-in (refer to Appendix A).
2. Elderly Family: The household must be an elderly family which means a family whose head, spouse or sole member is a person who is at least 62 years of age at the time of initial occupancy.
3. Disabled Family: A family whose head, spouse, or sole member is a person with disabilities. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.
4. The Head-of-Household (HOH), co-Head-of-Household and the spouse (regardless of age) and all adults in each household must sign an Authorization for Release of Information (HUD Forms 9887 and 9887A) and the KCDC Release of Information created for verification documents prior to receiving assistance.
5. The unit for which the household is applying must be the household's only residence. KCDC will not knowingly assist applicants who will maintain a residence in addition to the HUD-assisted unit.
6. An applicant must agree to pay the rent required by the program under which the applicant will receive assistance.
7. Only U.S. citizens or eligible non-citizens may receive assistance (See additional information below and in Appendix C).
8. Applicants who claim eligible status must disclose Social Security Numbers for all household members and provide proof of the numbers reported (See additional information below), with the exception of foster children and foster adults.
9. The household size must be appropriate for the available apartment (See Occupancy Standards – Appendix A).
10. All information reported by the household is subject to verification.

6.1 SINGLE RESIDENCE

Applicants MUST disclose if they are currently receiving HUD housing assistance. Tenants can only receive subsidy for one unit/residence at a time. This prohibition does not prevent a person who is currently receiving assistance from applying for an assisted unit in another property.

If, for any reason, an applicant moves into this property before moving out of another subsidized unit, the new tenant will be required to pay market rent until the move out from the previous property is complete and the tenant is eligible to receive HUD subsidy for this property. Assistance in the new unit will begin, if the household is still eligible, the day after assistance ends for the previous unit.

There is an exception to this rule. Children in joint custody arrangements can receive HUD housing in two units when both parent/guardian families receive HUD housing assistance. **However, only one household may use the $480 (adjusted by HUD annually) dependent deduction to determine adjusted income.** In these cases, additional verification is required.

KCDC will request:

- Verification of the use of the $480 deduction. KCDC will verify use of the $480 dependent deduction with the other owner/agent if:
  - The child will live in the unit at least 50% of the time,
  - The parent wishes to claim the $480 deduction, and
  - Both families are receiving HUD housing assistance.

6.2 ELIGIBILITY CRITERIA

A. Family status. Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status, as outlined in 24 CFR 5.403:

1. Family with or without children – Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship.

    a. Children temporarily absent from the home due to placement in foster care are considered family members.
    b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size and income limits.

2. Elderly family – is a family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

3. Near-elderly family – is a family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more

persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

4. Disabled family – is a family whose head, spouse, co-head or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.
5. Displaced family – is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
6. Remaining member of a tenant family – provided they meet all other eligibility requirements.
7. Single person – who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. See information below on admission of a full-time college student.

B. Student Status/Admission of College Students – Management must determine a student's eligibility for Low Income Housing Tax Credit and/or Project-Based Rental Assistance programs at Move-in, Annual Recertification, Initial Certification, and at the time of an Interim Recertification (regardless of change being reported).

LIHTC/IRS guidance states for the LIHTC Program, assistance *shall not be provided* to any individual who:

- Is enrolled as a full or part-time student at an institution of higher education for the purpose of obtaining a degree, certificate, or other program leading to a recognized educational credential; and
- Is under the age of 24; and
- Is not a veteran; and
- Is not married; and
- Is not a person with disabilities, and was not receiving assistance as of November 30, 2005; and
- Does not have a dependent child; and
- Is not living with his/her parents who are receiving Section 8 assistance; and
- Is individually ineligible for section 8 assistance or has parents who are, and individually or jointly, ineligible for assistance; and
- Is not eligible as an independent student as defined by the U.S. Department of Education; and
- Has not established a separate household from parents for at least one year prior to application or has not been claimed as a dependent by parents pursuant to IRS regulations.

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 in excess of amounts received for tuition (as defined by the institution) is included in annual income, except if the student is over the age of 23 with dependent children, or is living with his or her parents who are receiving assistance.

PBRA guidance states student eligibility is determined at Move-in, Initial Certification, at each Annual Recertification, and at the time of an Interim Recertification (regardless of change being reported).

If an applicant or tenant is a student, the following criteria must be met for that student to be considered eligible:

- The individual must be of legal contract age under state law.
- The individual must not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations.
- The individual must have established a household separate from parents or legal guardians for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education's definition of an independent student.

Independent Student – To be classified as an independent student, the individual must meet one or more of the following criteria:

- Be at least 24 years old by December 31 of the aware year for which aid is sought;
- Be an orphan or a ward of the court through the age of 18;
- Be a veteran of the U.S. Armed Forces;
- Have legal dependents other than a spouse (dependent children or elderly dependent parent);
- Be a graduate or professional student;
- Be married;
- Be a vulnerable youth as defined by HUD and the Department of Education.

The individual must obtain a certification of the amount of financial assistance that will be provided by parents, guardians, or others signed by the individual providing the support. The financial assistance provided by persons not living in the unit is part of Annual Income and must be verified to determine eligibility and at each subsequent certification.

A student who is otherwise eligible and meets screening requirements is eligible for assistance if the student meets the criteria below. Section 8 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 purposes of obtaining a degree, certificate or other program leading to a recognized education credential; when the student:

- Is living with his/her parents who are receiving Section 8 assistance;
- Is individually eligible to receive Section 8 assistance and has parents who are income eligible to receive Section 8 assistance;
- Is a graduate or professional student;
- Is a veteran of the Unit States military or is an active member of the United States military;
- Is married;
- Has a dependent other than a spouse (e.g., dependent child);
- Is at least 24 years of age;

- Is a person with disabilities, as such term is defined in section 3(b)(3) of the 1937 Act and was receiving assistance under Section 8 of the 1937 Act as of November 30, 2005;
- 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 education 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
- The individual is a student for whom a financial aid administrator makes a determination of independence by reason of other unusual circumstances.

If a student does not meet the eligibility criteria above, but can provide independence from parents under HUD rules, then the student would meet HUD's student eligibility criteria.

Staff will be able to provide additional information about proving independence from parents.

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.

Student Financial Assistance: Student financial assistance that is not specifically excluded will be included as part of the family's annual income unless the student is the Head-of-Household, Co-Head-of-Household or spouse and is over 23 years of age (24 years of age with a dependent child). Student loans are not considered.

Financial assistance that is provided through a qualified Coverdell Education Savings Account (ESA) or other qualified ESA, is ***excluded*** when determining Annual Income for the family.

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 in excess of amounts received for tuition and other qualified fees, is ***included*** as unearned annual income. Student financial assistance that exceeds tuition and other covered fees is ***excluded*** if the student is the Head of Household, Co-Head, Spouse AND is 24 years of age or older AND has a dependent child (as defined by HUD).

Student 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".

Covered fees include tuition, books, supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and fees required and charged to a student by an institution of higher education (as defined under section 102 of the Higher Education Act of 1965). For a student who is not the Head-of-Household, Co-Head-of-Household or spouse, actual covered costs also include the reasonable and actual costs of housing while attending the institution of higher education and is not residing in an assisted unit.

Student financial assistance means a grant or scholarship received from the Federal government; a State, Tribe or local government, a private foundation registered as a nonprofit under 26 U.S.C. 501 I(3), another private source such as a business entity (e.g., corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity), or an institution of higher education.

Student financial assistance does not include any assistance that is excluded by regulation (for non-section 8 exclude financial assistance provided through Section 479B of the Higher Education Act (HEA) of 1965 that exceeds tuition and other covered fees or money provided through any Coverdell Education Savings Account (ESA) or like ESA), financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded by regulation, gifts including gifts from family or friends, or loans.

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 in excess of amounts received for tuition (as defined by the institution) is included as unearned annual income. Student financial assistance that exceeds tuition and other covered fees is excluded if the student is: the Head of Household, Co-Head, Spouse AND is 24 years of age or older AND has a dependent child (as defined by HUD).

Student financial assistance means a grant or scholarship received from the Federal government; a State, Tribe or local government, a private foundation registered as a nonprofit under 26 U.S.C. 501 I(3), another private source such as a business entity (e.g., corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity), or an institution of higher education.

Student financial assistance does not include any assistance that is excluded by regulation (for non-section 8 exclude financial assistance provided through Section 479B of the Higher Education Act (HEA) of 1965 that exceeds tuition and other covered fees or money provided through any Coverdell Education Savings Account (ESA) or like ESA), financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded by regulation, gifts including gifts from family or friends, or loans.

C. Income Eligibility: Pursuant to HUD Regulations, admission will be limited to those families whose annual income does not exceed the applicable income limits. Income Limits vary by household size and program type. KCDC will provide a copy of the income limits for the property upon request. In addition, applicants can review the income limits by accessing the following website: http://www.huduser.org/datasets/il.html. HUD requires that property managers incorporate the most recently published income limits when determining eligibility. Currently the limit is set at low income level, which is at or below 60% Area Median Income (AMI) for Knox County Fair Market Rent Area.

D. Citizenship Requirements: By law, assistance in subsidized housing is restricted to the following:

1. U.S. citizens or nationals; and/or
2. Non-citizens who have eligible immigration status as determined by HUD.

All family members, regardless of age, upon admission are required to declare their citizenship or immigration status by completing and signing the declaration of citizenship form.

Noncitizens (except those aged 62 and older as of January 31, 2010, and whose initial determination of eligibility started prior to January 31, 2010) must provide a signed declaration of eligible immigration status, a signed verification consent form and submit one of the HUD-approved DHS documents verifying their immigration status or sign a declaration that they do not contend eligible immigration status. Noncitizens aged 62 and older must sign a declaration of eligible immigration status and provide a “proof of age” document as verification.

KCDC will utilize the multifamily Systematic Alien Verification for Entitlements (SAVE) System to verify the validity of documentation provided by non-citizen applicants. Management will follow all HUD regulations in providing applicants with due process if the applicant has been denied based upon the SAVE System results.

Note: Management will not delay a family’s assistance if the family submitted its immigration documentation in a timely manner but the DHS verification or appeals process has not been completed. If a unit is available, the family has come to the top of the waiting list, and at least one member of the family has been determined to be eligible, Management will offer the family a unit. This household will be referred to as a mixed family and management will only provide assistance to the family members determined to be eligible and to those family members that submitted their immigration documents on time. If any family members do not provide the required immigration documentation, then the assistance for the family will be pro-rated.

HUD's Definition of a Mixed Family: A mixed family is a family with one or more ineligible family members and one or more eligible family members, and may receive prorated assistance, continued assistance, or a temporary deferral of termination of assistance. Mixed families qualify only for pro-rated assistance in accordance with HUD regulations.

Applicants who hold a non-citizen student visa are ineligible for assistance as are any non-citizen family members living with the student. However, spouses and children who are citizens may receive assistance.

A noncitizen student is defined as an individual who is as follows:

1. A tenant of another country to which the individual intends to return,
2. A bona fide student pursuing a course of study in the United States, and
3. A person admitted to the United States solely for the purpose of pursuing a course of study as indicated on an F-1 or M-1 student visa.
   This prohibition applies to noncitizen student's noncitizen spouse and noncitizen children.

E. Social Security Number Requirements: All household members receiving HUD housing assistance or applying to receive HUD housing assistance are required to provide a Social Security Number and adequate documentation necessary to verify that number. This rule applies to all household members including live-in aides, foster children and foster adults. Adequate documentation includes a Social Security card issued by the Social Security Administration (SSA) or other acceptable evidence of the SSN such as:

Acceptable documentation includes:

- Original Social Security card issued by the Social Security Administration (photocopies of a Social Security card is not acceptable);
- Driver's license with Social Security number;
- Identification card issued by a Federal (military cards or DD-214), State or local government agency, medical insurance provider, or an employer/trade union;
- Earnings statements on payroll stub;
- Bank loan document or statement;
- Pay stub;
- IRS Forms 1099 or W-2;
- Retirement benefit letter;
- Life insurance policy; or
- Court records.

The Social Security Number requirements *do not apply* to:

1. Individuals age 62 or older as of January 31, 2010, whose initial determination of eligibility was begun before January 31, 2010.
2. Individuals who do not contend eligible immigration status.
3. A child under 6 years old is added to the applicant household within the 6-month period prior to the household's date of admission. The household will have a maximum of 90 days after the date of admission to provide the Social Security Number and adequate

documentation that the Social Security Number is valid. An additional 90 days may be granted under certain circumstances. If the household does not provide the Social Security Number and adequate documentation to verify the Social Security Number within the prescribed timeframe, HUD requires that the KCDC terminate tenancy.

4. Foster children or adults when:
   - The foster agency will not provide the SSN or adequate documentation to verify the SSN; and
   - With HUD approval.

If, at the time a unit becomes available, all non-exempt household members have not provided adequate documentation necessary to verify Social Security Numbers, the next eligible applicant family must be offered the available unit.

Failure to disclose and provide documentation and verification of SSNs as required will result in an applicant not being admitted.

The applicant who has not disclosed and provided verification of social security numbers for all household members may retain their position on the waiting list for 90 days. After 90 days, if the applicant has been unable to provide acceptable verification of SSNs, the applicant will be determined ineligible.

If a child under 6 years old is added to a family during the 6 months prior to admission, the family has 90 days to supply an accurate SSN. One 90-day extension may be granted to families failing to meet the initial 90-day timeline. When an extension is granted, the family may be asked to provide documentation of their failure to meet the initial timeline.

If a child under 6 years old is added to an existing family, the family has 90 days to supply an accurate Social Security number and birth certificate. One 90-day extension may be granted to families failing to meet the initial 90-day timeline. When an extension is granted, the family may be asked to provide documentation of their failure to meet the initial timeline.

The Social Security number provided will be compared to the information recorded in the Social Security Administration database through HUD's Enterprise Income Verification System (EIV) to ensure that the Social Security Number, birth date and last name match.

If EIV returns an error that cannot be explained or resolved, assistance and/or tenancy may be terminated and any assistance paid in error must be returned to HUD.

If the applicant/tenant deliberately provides an inaccurate Social Security Number, KCDC and/or HUD may pursue additional penalties due to attempted fraud.

F. Consent and Verification forms: Each family head, spouse, or co-head, regardless of age, and all other household members who are at least 18 years of age must sign and date the HUD-required consent forms, HUD 9887, Notice and Consent for the Release of Information, and form HUD 9887-A, Applicant's/Tenant's Consent to Release of Information Verification by Owners of Information Supplied by Individuals Who Apply for Housing Assistance. If any member of the applicant's household refuses to sign and submit the consent forms as required, KCDC must reject the application and deny assistance and/or terminate tenancy.

The HUD 9887/9887A forms must be signed:

- At move-in,
- Initial certification,
- Annual Recertification,
- Within 30 days of a minor turning 18,
- When a new family member 18 years of age or older is admitted to the household, or
- As required by HUD in administrative instructions.

These consent forms contain provisions authorizing HUD and KCDC to obtain necessary information for verification of an application or to maintain a family's assistance, including income information and tax return information. The executed consent forms are effective for 15 months following the signed date. If a family leaves a HUD program (moves out), the family's assistance is considered to be terminated and the signed consent form will no longer be in effect.

When a minor in the unit turns 18, he/she will have 30-days to meet with management staff and sign appropriate forms. Failure to do so will result in termination of assistance for the entire household.

In addition, all adult members of an applicant or tenant family must sign individual consent and verification forms authorizing management to verify family income and other applicable eligibility factors; e.g., disability status, criminal history.

If the applicant or tenant, or any adult member of the household does not sign and submit consent forms as required, Management must deny assistance and admission to the entire family. For current tenants, assistance will be terminated resulting in the family being charged market rent and a termination of tenancy (eviction) notice will be issued.

G. Live-In Aides

HUD's definition of a Live-In Aide is a person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities, and who: (a) Is determined to be essential to the care and wellbeing of the person(s); (b) Is not obligated for the support of the person(s); and (c) Would not be living in the unit except to provide the necessary supportive services.

To qualify for a live-in aide, the applicant/tenant must submit a Reasonable Accommodation request for consideration. Upon receipt, KCDC must verify whether the live-in aide is necessary only to the extent necessary to document that applicants or tenants who have requested a live-in aide have a disability-related need for the requested accommodation. This may include verification from the person's physician, psychiatrist or other medical practitioner or health care provider. KCDC will not require applicants or tenants to provide access to confidential medical records or to submit to a physical examination.

Additionally, Live-In Aides must provide a copy of their Social Security card, birth certificate and photo ID to complete the required screening and verification process.

Live-in Aides have no rights to the unit as a remaining family member and must sign KCDC's Live-in Aide Policy stating they agree to relinquish possession of the unit within a reasonable amount of time if the tenant is absent for an extended prior of time or if the tenant leaves for any reason including death.

6.3 SUITABILITY CRITERIA

A. Screening – Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the lease. KCDC will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the property's environment, other tenants, KCDC employees, or other people residing in the immediate vicinity of the property.

Applicants with violent criminal histories will be denied KCDC admission for at least, three (3) years (typically unsupervised) provided they have no arrests and/or convictions during that period. Other listed criminal histories will be considered on a case-by-case basis, focusing on the seriousness and recentness of the criminal activity.

Applicants with drug-related criminal histories will be denied KCDC admission for at least three (3) years (typically unsupervised) provided they have no arrest and/or convictions during that period except that any household member who has been convicted of manufacturing or producing methamphetamine (speed) in any federally assisted housing property will be denied for life.

Any household member who is subject to, or who is currently on, any state lifetime sex offender registration requirement will be denied for life.

Applicants containing one or more adult household members where one member is denied based upon screening results will result in the entire application being denied. All remaining adult members must submit a new application if they are still interested in housing.

No applicant who has been a victim of domestic violence, dating violence, or stalking will be denied admission if they are otherwise qualified. KCDC will give an applicant who claims victim status 14 business days after written request to certify either by:

1. Completing the optional Certification of Domestic Violence, Dating Violence, Sexual Assault, Stalking, and Alternate Documentation HUD Form 5382 (which is available at each KCDC rental office); or
2. Providing KCDC with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a

medical professional from whom the victim (applicant or another member of the applicant family) has sought assistance in addressing domestic violence, dating violence, stalking, or the effects of the abuse (this certification must be sworn under penalty of perjury); or

3. Producing a Federal, State or local police or court record.
4. At lease signing Management will have all tenants sign and execute the VAWA Lease Addendum (HUD Form 91067).

Otherwise, eligible families will be denied admission if they fail to meet suitability criteria.

B. KCDC may consider objective and reasonable aspects of the family's background, including the following:

1. History of meeting financial obligations, especially rent;
2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety or welfare of other tenants;
3. History of criminal activity by any household member involving physical violence against persons or property, drug-related criminal activity (e.g. illegal manufacture, sale, or distribution), the use of or pattern of abuse of alcohol, and any other criminal activity that would adversely affect the health, safety, or wellbeing of other tenants or staff or cause damage to the property;
4. History of disturbing neighbors or destruction of property;
5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom; and
6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

C. KCDC will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. KCDC may verify the information provided. Such verification *will include* the following:

1. A criminal background check on all adult household members, including live-in aides. This check will be made through National, State, local law enforcement or court records;
2. Review of previous housing record with KCDC; and
3. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted.

6.4 GROUNDS FOR DENIAL

A. KCDC is not required or obligated to assist applicants who:

1. Do not meet at least one of the eligibility criteria;
2. Do not supply information or documentation required by the application process within the time frame allotted;
3. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
4. Have a history of not meeting financial obligations, especially rent;
5. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;
6. Have a history of criminal activity by any household member involving physical violence against persons or property, drug-related criminal activity within the last three years (e.g. illegal manufacture, sale, distribution, use of or pattern of abuse of alcohol) or currently engaged in illegal drug use, and any other criminal activity that would adversely affect the health, safety, or wellbeing of other tenants or staff or cause damage to the property;
7. Have a history of disturbing neighbors or destruction of property;
8. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom;
9. Were evicted from assisted housing within the past three (3) years because of criminal activity involving physical violence against persons or property, and/or drug-related criminal activity (e.g. illegal manufacture, sale, distribution, and/or use.);
10. Have illegally used a controlled substance or abused alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other tenants. KCDC may waive this requirement if:
    1. The person demonstrates to KCDC's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
    2. Has successfully completed a supervised drug or alcohol rehabilitation program; or
    3. Has otherwise been rehabilitated successfully.
11. Have engaged in or threatened abusive or violent behavior towards any KCDC staff or tenant;
12. Have a household member who has ever been evicted from subsidized housing;
13. Have a family household member who has been terminated under the certificate or voucher program;
14. **Denied for Life:** Has a lifetime registration under a State sex offender registration program or conviction of manufacturing or producing methamphetamine (speed) in any federally assisted housing property.

B. Ineligibility Notification/Informal Review/Formal Hearing

A. If KCDC determines that an applicant does not meet the criteria for receiving housing assistance, KCDC will promptly provide the applicant with written notice of the determination. The notice will contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 business days of the denial notice. KCDC will describe how to obtain the informal review within the denial notice.

The informal review may be conducted by any person designated by KCDC, other than a person who made or approved the decision under review or a subordinate of this person. The applicant must be given the opportunity to present written or oral objections to KCDC's decision. KCDC must notify the applicant of the final decision within a reasonable time after the informal review, including a brief statement of the reasons for the final decision.

B. The participant may request that KCDC provide an Informal Hearing after the family has received notification of a citizenship decision on their citizenship status on appeal or in lieu of request of appeal to the Department of Homeland Security. This request must be made by the participant family within 30 days of the Notice of Denial, Termination of Assistance, or within 30 days of the notification of the Department of Homeland Security appeal decision.

In such cases, the Informal Hearing Process above will be utilized with the exception that the family will have up to 30 days of the Notice of Denial or Termination of Assistance, or the Department of Homeland Security appeal decision.

C. In accordance with Title II of the Americans with Disabilities Act, reasonable accommodations will be provided for disabled persons unless KCDC can demonstrate it would result in a fundamental alteration in the nature of the program or would result in undue financial and administrative burdens. Persons requesting a special accommodation must complete the process outlined in KCDC's Reasonable Accommodation Policy. Because disabilities are not always apparent, KCDC will inform all applicants/tenants of the opportunity to request reasonable accommodation. All decisions granting or denying requests for a reasonable accommodation will be in writing.

7.0 MANAGING THE WAITING LIST

A. Opening and closing the waiting list – Opening of the waiting list will be announced with a public notice stating that applications are being accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, as well as on KCDC's main webpage. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program, and such applicants will not lose their place on other waiting lists when they apply for housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation, as well as on KCDC's main webpage.

During the period when the waiting list is closed, KCDC will not maintain a list of individuals who wish to be notified when the waiting list is reopened.

B. Organization of the waiting list – A Site-based Waiting List is maintained for each property. An applicant may apply to all properties for which they are eligible. Applicants are given information related to each site (location, amenities, availability of accessible units, etc.) to help them decide the property(ies) for which they would like to apply.

   The waiting list will be maintained electronically in accordance with the following guidelines:

   1. The application will be considered a permanent file;
   2. All applications will be maintained in order of bedroom size, and then in order of date and time of application; and
   3. Any contact between KCDC and the applicant will be documented in the applicant's file and within the software system.

C. Purging the waiting list – KCDC will update and purge its waiting list as needed to ensure that the pool of applicants reasonably represents the interested families for whom KCDC has current information, i.e. applicant's address, family composition, and income category.

D. Removal of applicants from the waiting list – KCDC will not remove an applicant's name from the waiting list unless:

   1. Applicant requests verbally or in writing that their name be removed;
   2. Applicant fails to respond to a written request for information or a request to declare their continued interest in the program;
   3. Applicant does not meet eligibility standards;
   4. Applicant does not meet occupancy standards;
   5. Applicant is rejected for any reason described in this plan;
   6. Applicant receives and accepts an offer of housing;
   7. Applicant refuses offer for housing without good cause;
   8. The unit that is needed – using household size as the basis – has changed, an no appropriate size/type unit exists in the property; or
   9. The unit that is needed – using household size as the basis – has changed, and the waiting list is closed for that unit size/type.

   If an applicant is removed from the waiting list, and subsequently KCDC determines an error was made in removing the applicant, the applicant will be reinstated at the original place on the waiting list.

If an applicant is removed from the waiting list and later, the applicant feels they are now qualified for assistance/tenancy, the applicant household must submit a new application. The applicant will be placed on the waiting list based on the submission date and time of the **new** application.

E. Missed appointments – All applicants who fail to keep a scheduled appointment will result in the application being withdrawn.

   KCDC will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, KCDC will work closely with the family to find a more suitable time.

8.0 TENANT SELECTION AND ASSIGNMENT

A. Preferences – KCDC will select families from the Site-Based Waiting List based on the following preferences within each bedroom size category.

   1. Former/Current KCDC Tenants (Displaced by KCDC Action) as Assigned by KCDC – This preference only applies to households displaced by KCDC action (i.e. Maintenance issue that requires family to relocate in order to address; relocation due to demolition or modernization of units; ADA or under/over-housing issues). Part of the Rental Assistance Demonstration (RAD) allows KCDC to relocate tenants who were in place, at the time of conversion to the PBRA RAD program, to complete rehabilitation of the units/property. If a tenant is relocated and the tenant wishes to return to the property, KCDC will offer units to those Returning Tenants before offering a unit to an applicant on the waiting list.
   2. Government Action/Involuntarily Displaced (Displaced by government action or a presidentially declared disaster) as Assigned by KCDC – This preference would include an individual or family displaced by government action; An individual or family that includes a member who is unable to use critical elements of their current rental unit due to a mobility impairment and where the owner is neither legally obligated nor willing to make adaptive modifications; An individual or family that is facing an eviction action due to reasons beyond their control or cause; An individual or family that has been forced to vacate their home due to a fire that was beyond their control or cause; or, an individual or family whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized by a unit of local, state, or federal government.

Special consideration for existing tenants applies when a VAWA Emergency Transfer request is submitted by a victim of a VAWA crime. If this is your situation, please contact management staff for additional information.

B. Selection From the Waiting List – Families will be offered housing based on the date and time of their application within each bedroom size and the utilization of one of the above preferences, if applicable.

C. Accessible Units

When an applicant requests an accessible unit or a unit preference, such as a first-floor unit, KCDC will conduct inquiries to:

1. Verify that the applicant is qualified for the unit, which is only available to persons with a disability or to persons with a particular type of disability
2. Verify that the applicant needs the features of the unit as an accommodation to his/her disability
3. Verify that the applicant is qualified to receive a priority on the waiting list available to persons with a disability or to persons with a particular type of disability

Accessible units will be offered first to families who may benefit from the accessible features and will be offered to a current tenant who has been approved for a transfer to an accessible unit before an eligible applicant family. Applicants for these units will be selected utilizing the same system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the Site-based Waiting List(s). Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.

KCDC will not skip over a household that has reached the top of the waiting list and has indicated a need for certain unit features because of a disability.

D. Assignment of bedroom sizes – Occupancy standards serve to prevent the over-utilization of under-utilization of units that can result in an inefficient use of housing funding. Occupancy standards also ensure that tenants are treated fairly and consistently and receive adequate housing space.

The following guidelines will determine each family's unit size without overcrowding or over-housing:

Occupancy Standards (Applies to all properties within KCDC's portfolio)		
Number of Bedrooms	**Number of Persons**	
	Minimum	Maximum
0	1	2
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10
Note: Exact bedroom sizes, by property, are provided in Appendix A		

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons.

In determining bedroom size, KCDC will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained (parenting plan), children who are temporarily away at school, or children who are temporarily in foster-care.

In addition, the following considerations may be taken in determining bedroom size:

- No more than two (2) persons will occupy the same bedroom.
- If a family, based on the number of members, would qualify for more than one-unit size; KCDC will allow the family to choose which unit size they prefer as long the household composition meets occupancy standards.
- KCDC will always make every effort to provide a bedroom for children separate from their parent(s).
- Foster adults and/or foster children will not be required to share a bedroom with family members.
- Live-in aides will get a separate bedroom. Children of live-in aides will not receive a separate bedroom.
- Exceptions to normal bedroom size standards include the following:

    - Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. KCDC will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit until the next scheduled reexamination.
    - Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. KCDC will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit (see KCDC's Implementation Guide for requesting Reasonable Accommodation – Appendix B).
    - Households whose composition changes after the initial lease signing or between recertification periods will be required at the next re-exam to sign an over-housed statement, and the household will be reassigned to an appropriate bedroom size when feasible. Such reassignment will take priority when waiting list contains appropriate candidates for the bedroom size in question.

E. Deconcentration Policy – KCDC will affirmatively market its housing to all eligible income groups in accordance with its Affirmative Fair Housing Marketing Plan (AFHMP). Lower income tenants will not be steered toward lower income properties and higher income people will not be steered toward higher income properties. Toward this end, KCDC will:

1. Provide information and referral services that link tenants to supportive services, such as childcare, job training and placement programs, and case management; and
2. Establish contract rents in accordance with HUD Multi-family guidelines.

Prior to the beginning of each fiscal year, KCDC will analyze the income levels and demographic characteristics of families residing in each of its properties and the families on the waiting list. Based on this analysis, KCDC will determine marketing strategies for deconcentration.

F. Offer of a unit – When KCDC discovers that a unit will become available; management will contact the first family on the waiting list who has the highest priority for this type and size of unit and whose income category would help to meet the deconcentration goal and/or the income targeting goal.

KCDC will contact the family by the following methods provided by the applicant:

1. Phone Call
2. Email Message
3. Text Message
4. KCDC Web Applicant Portal

If unable to contact the family by the methods above, an Update Letter will be sent in the form of a mailed, first-class letter. The family will be given no more than ten (10) business days from the date of notification to contact KCDC and update their application. Failure to respond to the Update Letter will result in the application being withdrawn. The date of the Update Letter and the family's decision must be documented in the software system.

G. Rejection of unit **–** If, in making the offer to the family, KCDC skipped over other families on the waiting list to meet the deconcentration goal or any other deconcentration incentive, and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If KCDC did not skip over other families on the site-based waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects an offer of a suitable unit without good cause, the application for the specific property will be withdrawn.

If the family rejects (with good cause) any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school, and childcare (for those working or going to school).

9.0 UNIT TRANSFERS

KCDC defines "transfers" as relocating within the property where the family resides. Transfers apply to existing tenants in inappropriate size units as defined in this policy. Such tenants shall be transferred to appropriate size units when available. Unit transfers may require a family's income be recertified to assure program compliance.

A. KCDC will accept requests for transfer based on the following:

    1. There is a need for a unit transfer due to a change in household size and/or composition.
    2. There is a need for a unit transfer based on the verified need for an accessible unit or a verified medical need as outlined in the Reasonable Accommodation Policy.
    3. There is a need for a unit transfer of a household that does not require the accessibility features of a unit in which they are living.
    4. The tenant has requested and qualifies for a VAWA Emergency Transfer.
    5. If a unit is unsafe or uninhabitable, existing tenants will be relocated to an acceptable housing alternative determined on a case-by-case basis. This could be a comparable unit on existing property, other KCDC housing property or hotel accommodations.

If a family is approved for a transfer based upon a condition noted above, management will manually add the family to the appropriate waiting list with one of the two preferences noted above, if applicable.

B. Cost of the family's move – The cost of the transfer will be borne by the family in the following circumstances:

    1. When the transfer is made at the request of the family or by others on behalf of the family (i.e., by the police, Power of Attorney, etc.).
    2. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller.
    3. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (the family without disabilities were required to sign a statement to this effect prior to accepting the accessible unit).
    4. When the transfer is necessitated due to a qualified VAWA emergency relocation.

C. The cost of the transfer will be borne by KCDC in the following circumstances:

    1. When the transfer is needed to carry out rehabilitation or demolition activities; or
    2. When the transfer is needed to accommodate a family with a member who has a disability; or
    3. When action or inaction by KCDC has caused the unit to be unsafe or inhabitable.

    The responsibility for moving costs in other circumstances will be determined on a case-by-case basis.

D. Tenants in good standing – When the transfer is at the request of the family, it will not be approved unless the family is in good standing with KCDC. This means the family must be in compliance with their lease (current in all payments to KCDC and must pass a housekeeping pre-move inspection).

E. Right of KCDC in Transfer Policy – If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure, rights under the Reasonable Accommodation Policy and rights under the Violence Against Women Act (VAWA).

F. Property Relocation Requests –

1. A tenant may request a relocation to any KCDC property *after* their first year of residency by completing an application utilizing KCDC's Applicant Rent Café Portal at www.kcdc.org.
2. Requests for relocation due to reasonable accommodation(s) or in cases involving domestic violence can be submitted prior to the completion of the first year of residency.
3. The relocation application will be screened utilizing the screening process as outlined in this Plan. Families approved through the Reasonable Accommodation and VAWA protections will not be screened prior to approval.
4. If the relocation application has been approved and a lease signing date has been scheduled, all apartment keys must be surrendered to the management office at least *one day prior* to the lease signing date.
5. If the relocation application is denied, the denial letter will advise the family of their right to utilize the grievance procedure as well as Reasonable Accommodation and VAWA protections.

10.0 VERIFICATION

KCDC will verify information related to waiting list eligibility, admission, and level of benefits prior to admission set forth by the Department of Housing and Urban Development. After preliminary eligibility determination, no decision to approve an application shall be made until information provided on the application form and during subsequent interviews has been collected and any necessary follow-up interviews have been performed.

HUD requires KCDC to use verification methods in the following order:

A. Upfront-Income Verification (UIV)
   1. Using HUD's Employment Income Verification (EIV) system for existing tenants as it is not available for applicants. EIV information may be used as the sole verification of Social Security Income.
   2. Families participating in the LIHTC program(s), HUD's Employment Income Verification (EIV) system cannot be utilized. Instead, third-party written verification from the source (Social Security Administration) will be required.

B. Upfront Income Verification (UIV) Non-EIV Resources
   1. The Work Number
   2. State benefit systems (DHS verification of Temporary Assistance of Needy Families (TANF), Child Support, etc.);

C. Third-Party Written Verification from the Source or (Tenant-provided verification)
   1. An original or authentic document generated by a third-party source dated within 120 days of receipt by KCDC. KCDC may also accept third-party verification directly from the verification source. For example, KCDC may obtain verification of disability directly from a medical provider (physician, physical therapist, etc.) or may accept a letter provided by the provider to the tenant;
   2. Pay stubs (4-6 consecutive, regardless of pay period)
   3. Social Security Administration Benefit Letter
   4. Child Support (Court order)
   5. Unemployment Notice

D. Written Third-Party Written Verification Form (as appropriate)
   1. KCDC may submit an Employment Verification form directly to an employer to obtain verification of income.

E. Oral Verification
   1. If the previous verification methods have been unsuccessful, and these attempts have been documented, KCDC has the option of accepting oral verification over the telephone or internet. When verifying information by phone, or internet, KCDC must record and document the applicant's/tenant's file with the following information:
      a. Third-party's name, position and contact information;
      b. Information reported by the third-party individual;
      c. Name of the person who conducted the telephone/internet interview; and
      d. Date and time of the call.

F. Family Self-Certification
      a. When verification methods 1-5 above have been unsuccessful a self-certification from the household member will be accepted. The applicant/tenant file will be documented to show management attempted other acceptable verification has been attempted before solely relying on self-certification.

Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers (if applicable); and citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance. KCDC will use a third-party source to verify tenant employment and income information for Annual Recertifications and Interim Recertifications as well as for new move-ins approximately 90 days after move-in date. Third-party verification will be obtained for assets more than $5,000. (See KCDC's Implementation Guide for verification procedures and for definitions of income, deductions and exclusions.)

Where the family has net family assets equal to or less than $5,000, KCDC will accept self certification as verification. When the family has net family assets in excess of $5,000, KCDC will obtain third-party supporting documentation (e.g. bank statements) from the family to confirm the assets.

Only verified information that is less than 120-days old may be used for verification. Verified information not subject to change (such as a person's date of birth) will not be re-verified.

11.0 INCOME LIMITS AND TARGETING REQUIREMENTS

Management shall comply with the following income limit requirements for new applicants:

A. Income targeting requirements – In order to achieve compliance with HUD's income targeting requirements, Management, within the established policies above, will ensure that at least 40% of its applicants in a given fiscal year have incomes at or below the 30% of median income level, aka Extremely Low Income (ELI).

   Management will annually examine the volume of unit turnover and applicant admissions for the past year and based on this information, estimate the likely number of admissions for the coming year. If it is determined that the 40% requirement will most likely be achieved, no action will be taken. If it appears that the 40% requirement will not be accomplished by the normal selection process,

   Management will implement the following procedures by adopting Method 1 as stated in the HUD Handbook 4350.3, Rev-1, CHG-4. In chronological order, Management will select eligible applicants from the waiting list whose incomes are at or below the extremely low-income limit to fill the first 40% of expected vacancies in the property. This may result in skipping the next applicant on the waiting list if their income level is over the ELI limit. Once the target number of move-ins has been reached, Management will admit applicants in waiting list order.

   If it is determined from examining the current waiting list that the income targeting level may not be achieved, management will diligently make efforts to locate an applicant(s) at the extremely low income level. If a vacancy occurs and the next applicant will go over the target number of move-ins, and an extremely low income applicant cannot be located within 30 days, Management will fill the vacancy with the applicant on top of the waiting list and make the appropriate notations on the waiting list report.

11.1 TOTAL TENANT PAYMENT AND MINIMUM RENT HARDSHIP

A. Total Tenant Payment – The total tenant payment (TTP) represents the minimum amount a family must contribute toward rent and utilities regardless of the unit selected. The TTP is calculated in compliance with HUD rules. To calculate TTP, annual adjusted income and annual (gross) income must be converted to monthly adjusted income and monthly gross income by dividing the annual figures by 12 months.

   The total tenant payment is the **greater** of:
   1. 30% of monthly adjusted income;
   2. 10% of monthly gross income; or
   3. The minimum rent of **$25**

Total Tenant Payment Calculation Example:	
30% of monthly adjusted income:	$700 X .30 = $210
10% of monthly gross income:	$740 X .10 = $74
Minimum rent:	$25
Total tenant payment (highest of above) = $210	

B. Minimum Rent Hardship Policy – The Minimum Rent Hardship Policy is designed to protect families in crisis by allowing KCDC flexibility to address unique, unforeseeable circumstances that may occur. Those with a hardship may have their rent suspended until their case can be reviewed by management.

1. A hardship exists in the following circumstances:
    a. When the family has lost eligibility for (or is awaiting an eligibility determination for) a federal, state, or local assistance program;
    b. When the family would be evicted as a result of the imposition of the minimum rent requirement;
    c. When the income of the family has decreased because of changed circumstances, including loss of employment;
    d. When the family has an increase in expenses because of changed circumstances, for medical costs, child care, transportation, education, or similar items;
    e. When a death has occurred in the family.
2. If KCDC determines there is no qualifying hardship as listed above, the minimum rent will be reinstated, including requiring back payment of minimum rent to KCDC for the time of suspension.
3. If KCDC determines there is a qualifying hardship, but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. KCDC will offer a reasonable repayment agreement for any minimum rent back payment paid by KCDC on the family's behalf during the period of suspension.
4. If KCDC determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists. Such hardship cases will be reviewed no less than on an annual basis at time of re-exam. Families qualifying for exemption due to long-term hardship will be required to complete a quarterly interview with management or KCDC staff to document the ongoing hardship.
5. Appeals. The family may use the informal hearing procedure to appeal KCDC's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedure.

C. Market rent will be evaluated and determined on an annual basis.

12.0 SECURITY DEPOSITS

Prior to move-in all tenants will be charged a one-time security deposit equal to the Total Tenant Payment or $50.00, whichever is greater, and must be paid at the time of lease signing. Low-Income Housing Tax Credit and market rate tenants will be charged the amount equal to one month's rent. Security deposits must be paid, in full, at the time of lease signing.

In the event an applicant is unable to pay the full security deposit at lease signing, staff will allow the household to remain on the waiting list without losing their position on the waiting list and offer the unit to the next qualified applicant. After the second housing offer and inability to pay the full security deposit the application will be withdrawn.

In accordance with State law, the deposit will be refunded within 30 days after the tenant has moved out, assuming there is no damage greater than normal wear and tear to the vacated unit. Charges for damages and unpaid rent may be deducted from the security deposit. Staff will provide the tenant with a detailed listing of items deducted from the security deposit within 30 days of vacating the unit.

If the move-in certification is corrected, and the TTP is recalculated, the security deposit requirement will be recalculated as well. Otherwise, the amount of the security deposit established at move-in does not change when a tenant's rent changes.

Tenants who at their request have been approved, as part of the relocation process, must pay a security deposit in the amount equal to the Total Tenant Payment or $50.00, whichever is greater at the time of lease signing. Tenants who are relocating due to circumstances beyond their control will have their security deposit reallocated through the Accounting Department from their current property to their new property.

13.0 LEASING PROCESS

A. Offer of available units – When a unit becomes available for occupancy, it will be offered to the applicant at the top of the waiting list for that apartment type (taking into consideration income targeting requirements). If the applicant fails to respond within five business days, the application will be withdrawn, and the apartment will be offered to the next applicant on the waiting list.

   Upon offer of an apartment, the applicant shall have an opportunity to inspect the unit along with management and will be required to sign the Unit Inspection Report.

   Failure to complete all move-in requirements within the assigned period will result in the application will be withdrawn.

B. Prior to move-in/applicant interview – *At least one day prior to taking occupancy*, Management will meet with the applicant family and explain at a minimum the following topics:

   1. Security deposits and refunds
   2. Use of the EIV system after move-in

3. Annual recertification process
4. Interim process
5. Unit inspection
6. Community House Rules
7. Transfer Policy
8. Student eligibility
9. Violence Against Women Act (VAWA)
10. Reporting requirement for income increases
11. Reporting changes in household composition
12. Unit rent and other charges
13. HUD Model Lease
14. Pet Policy

All members within the applicant family 18 years and older will be required to sign the Applicant Interview outline. The tenant will receive a signed copy and management will maintain one signed copy in the tenant file to document the applicant interview.

C. Leasing of dwelling unit – The Head of Household and all adult household members are required to execute the HUD Model Lease, VAWA Addendum and any additional required tax credit riders, as applicable. The property's House Rules will be attached to the lease as an addendum. A signed copy of the lease will be provided to the lessee and the original will be filed as part of the permanent records established for the family.

14.0 UNIT INSPECTIONS

All apartments must undergo periodic inspections conducted by the on-site management team, HUD or HUD's representatives/agents, investors, etc. These inspections include interior and exterior areas. Tenants have the right to be present, and are, in fact encouraged, to be present during unit inspections.

- Move-In Inspection: KCDC and I will inspect my apartment before signing the Lease. The Inspection Report, signed by KCDC and myself, will state the condition of my apartment and will note any equipment or appliances in the unit provided by KCDC. KCDC will correct any deficiencies noted on the Inspection Report as needed and if financially reasonable. Tenant has five (5) days from signing the move-in inspection to report any new deficiencies not discovered during the initial inspection. A copy of the Inspection Report will be kept in the tenant file and a copy will be provided to the family.
- Annual Reexamination Inspection: With proper notice (at least 48 hours), KCDC will inspect my apartment as part of the scheduled Annual Reexamination of my eligibility. KCDC will correct any deficiencies noted as needed during the annual inspection and conduct repairs as required by HUD regulations. Tenant will be charged for damages/repairs beyond normal wear and tear as noted in my annual Inspection Report.
- Move-Out Inspection: KCDC will inspect my apartment at the time I move out and will send me a written statement of any damages beyond normal wear and tear. I may be present at the inspection. Any damages assessed will be charged to my move-out account statement.

- Other Inspections: As required by KCDC, HUD or third-party property investor with reasonable notice (at least 48 hours).

KCDC is allowed to enter an apartment at any time without advance notification when there is reasonable cause to believe an emergency exists.

15.0 ANNUAL RECERTIFICATION REQUIREMENTS

A. To ensure assisted tenants pay rent equal to their ability to pay, HUD requires the following:

   1. Management must conduct a recertification of family income and composition at least annually by the annual recertification anniversary date.
   2. Tenants must supply the information requested by executing the Recertification Application and must provide all requested supporting verification documentation.
   3. Tenants must sign consent forms and asset declaration forms each year.
   4. Management must use the EIV Income Report as third-party verification of income from sources available i.e., Social Security benefits, wages, or Unemployment benefits.
      a. While the EIV Income Report is required to be generated, staff must continue to obtain verification of earned income independent of EIV, with the exception of Social Security benefits.
   5. Management must obtain third-party verification of income sources not reporting data in EIV; i.e., Social Security benefits (if there is a difference in the gross/net income that does not equal Medicare deductions or the tenant disagrees with the information presented in EIV), Child Support, alimony, pensions, VA benefits, income from assets, gifts, valuation of assets and all other sources of income and valuation of assets exceeding $5,000, gifts, and all other sources of income dated no later than 120 days prior to the annual recertification anniversary date.
   6. Tenants must provide documentation of other eligible factors used in determining allowances in the family's TTP, e.g., medical expenses, and disability expenses, and childcare payments.

B. Recertification Notices

   Management must send Recertification Reminder notifications to tenants to meet with management beginning no later than 120 days prior to the annual recertification anniversary date. If the tenant does not respond, a Second Reminder Notice will be sent at 90 days prior to the annual recertification anniversary date. If the tenant fails to respond, a Third Reminder Notice will be sent to the tenant at 60 days prior to the annual recertification that includes a notice to terminate assistance if the tenant fails to respond. ***If the tenant fails to respond by the 10th day of the 11th month prior to the recertification anniversary date, the tenant may be charged market rent and a termination of tenancy notice (eviction) will be issued until such time as he or she complies with the recertification requirements.***

C. Notice of rent increase

If the tenant complies with the annual recertification process, Management must provide at least a 30-day written notice of any rent increase. ***If the tenant does not report in a timely manner, the requirement to provide a 30-day notification of rent increase is waived.***

D. Initial Notice of Recertification

At annual recertification, an Initial Notice of Recertification will be provided to the tenant indicating the reporting requirements and deadlines for the next annual recertification. This Notice must be signed by the tenant. A signed copy will be provided to the tenant and one copy will be maintained in the tenant's permanent file.

E. Tenant Non-Compliance

Tenants who do not comply with the recertification requirements in a timely manner or fail to provide requested documentation may be charged market rent until such time as the recertification process is complete, unless there are verified medical reasons or other extenuating circumstances that apply.

16.0 INTERIM CERTIFICATION REPORTING POLICY

A. RAD/Project-Based Rental Assistance tenants must notify Management within ten (10) business days of the occurrence of the following:

1. A family member moves out of the unit;
2. The family proposes to move a new member into the unit. All new family members must be approved through the screening process before they can move into the unit. Failure to notify management before an individual is added to the household is a material lease violation and will result in termination of tenancy;
3. An adult member of the family who was reported as unemployed on the most recent certification or recertification obtains employment;
4. Addition of new minors must be reported as quickly as possible in order for the family to begin receiving the appropriate dependent deduction;
5. The family's earned income increases by $200 or more per month (or $2,400 annually);
6. A household member has been assigned a new Social Security number; or
7. Any household member enrolling as a student (full-time or part-time).

B. Tenants may request an interim recertification due to any changes occurring since the last recertification that may affect the TTP, tenant rent and assistance payment for the tenant. Changes a tenant may report include:

1. If decreases in earned income are equal to or greater than $200 more per month, or $2,400 annually, KCDC must complete an Interim Recertification;
2. Increases in allowances such as medical expenses or child care;
3. Other changes affecting the TTP, such as a family member

who attains the age of 62, or a family member becoming disabled; or
4. When a family member attains the age of 62 or becomes disabled.

KCDC will decline to create an Interim Recertification if the family's annual adjusted income has not decreased by an amount less than $200 or more per month, or $2,400 annually, of the family's current annual adjusted income.

C. When reporting changes in income and/or family composition, the tenant must provide all requested documentation to substantiate the change.

    1. When a family member is being removed from the household, and this action results in a decrease in the family's annual adjusted income, KCDC must create an Interim Recertification to remove the family member as well as all income, assets, and deductions associated with the family member being removed.
    2. When a family member is being removed from the household, and this action results in an increase in the family's annual adjusted income, KCDC will create an Interim Recertification only if the changes result in an increase of $200 or more per month, or $2,400 annually.

D. When proposing to add a new household member, Management will apply screening criteria to all adults (including live-in aides) for drug related criminal activity, other criminal activity, State sex offender registration, other eligibility criteria, and EIV Existing Tenant Search before approving the move-in.

E. The proposed household member must disclose and provide verification of their Social Security number (including live-in aides). New household members (except live-in aides) must provide information regarding all sources of income, execute the Racial & Ethnic Data Form, Declaration of Citizenship and provide proof of age. The head of household may execute these documents for minor children. Adults must sign the HUD 9887/9887A Consent Form.

F. If the tenant complies with the interim reporting requirements, rent changes must be implemented as follows:

    1. Rent increases – If the tenant's rent increases because of an interim adjustment, Management must give the tenant 30 days advance notice of the increase. The effective date of the increase will be the first of the month commencing after the end of the 30-day notice period.
    2. Rent decreases – If the tenant's rent decreases, the change in rent is effective on the first day of the month after the date of action that caused the interim certification.

G. If the tenant does not comply with the interim reporting requirements, and Management discovers the tenant failed to report a change as required, the effective date of the change is as follows:

1. Rent increases – Management will implement any resulting rent increase retroactive to the first of the month following the date that the action occurred.
2. Rent decreases – Any resulting rent decrease must be implemented effective the first rent period following completion of the recertification.

H. Interim Recertifications (rent adjustments) do not apply to tenants participating in the Low-Income Housing Tax Credit program or market rate tenants.

17.0 TENANT PROCEDURAL RIGHTS UNDER PROJECT-BASED RENTAL ASSISTANCE DEMONSTRATION (PBRA-RAD) / LOW-INCOME TAX CREDIT

A. Termination of Tenancy – The termination procedures for properties within KCDC's portfolio require KCDC to provide adequate written notice of termination of the lease which shall not be less than:

1. A reasonable period of time, not to exceed 30 days.
2. The notice period will be 3 days if health or safety of other tenants, owner employees, or persons residing in the immediate vicinity of the premises is threatened, or if behavior creates a hazardous or unsanitary condition.
3. The notice period will be 10 days in the event of any drug-related or violent criminal activity or any felony conviction; or
4. A 30-Day Termination of Tenancy notice will be issued no later than 14 days after the first of each month in the case of nonpayment of rent.

B. Termination of Assistance HUD/RAD-PBRA – In all other cases, the requirements at 24 CFR 880.603, the Multifamily HUD Model Lease, and other HUD multifamily administrative guidance shall apply.

C. Grievance Process – In addition to program rules that require tenants be given notice of covered actions under 24 CFR Part 245 (including increases in rent, conversions of a project from project-paid utilities to tenant-paid utilities, or a reduction in tenant paid utility allowances, etc.), the following procedural rights will apply with the requirements of section 6 of the Act. PBRA/RAD properties require that:

1. Tenants be provided with notice of the specific grounds of the proposed owner adverse action, as well as, their right to an informal hearing with the owner;
2. Tenants will have an opportunity for an informal hearing with an impartial member of the owner's staff within a reasonable period of time;
3. Tenants will have the opportunity to be represented by another person of their choice, to ask questions of witnesses, have others make statements at the hearing, and to examine any regulations and any evidence relied upon by the owner as the basis for the adverse action. With reasonable notice to the owner, prior to the hearing and at the tenants' own cost, the tenant may copy any documents or records related to the proposed adverse action; and

4. The owner must provide the tenant with a written decision within a reasonable amount of time stating the grounds for the adverse action, and the evidence the owner relied upon as the basis for the adverse action.
5. The owner will be bound by decisions from these hearings, except if the (1) hearing concerns a matter that exceeds the authority of the impartial party conducting the hearing, or (2) the decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.

18.0 CHOICE MOBILITY RIGHTS UNDER RAD/PBRA

A. Tenants have the right to move with tenant-based assistance after the later of 24 months from date of execution of the HAP contract or 24 months after the move-in date.

B. HUD allows PHAs to limit the number of Choice-Mobility moves under the RAD/PBRA program in two ways:

  1. A PHA is not required to provide more than one-third of its turnover vouchers to tenants of RAD properties requesting them in any one year; and
  2. A PHA can limit Choice-Mobility moves to no more than 15 percent of assisted units in each RAD property.

C. The Owner reserves the right to utilize either method allowed in Section 16B when administering Choice Mobility Rights.

19.0 PETS

KCDC does not require a pet fee. RAD/PBRA tenants are allowed to keep a pet in their apartment. Certain restrictions apply and are outlined in KCDC's Pet Policy. Pets and assistance animals must be approved **before** they are allowed to live in the unit. A copy of the Pet Policy is available upon request.

Service and assistance animals (including emotional support animals) that assist individuals with disabilities are required to follow the Pet Policy relating to vaccinations, behavior and emergency contact information. Tenants, their guests and/or service providers, are required to also comply with the Pet Policy that has been designed specifically for each property within KCDC's housing portfolio.

20.0 CHANGES IN HOUSEHOLD COMPOSITION – ADDING HOUSEHOLD MEMBERS

KCDC must approve any new household member **<u>before</u>** he/she moves into the unit. Eligibility criteria, screening criteria and compliance with occupancy standards will be reviewed before the new household member is approved or denied.

The request to add a new household member will not be considered if the tenant has provided a notice to vacate or is currently under eviction. This helps prevent applicants from "jumping" ahead on the waiting list. Any new household member will be considered an applicant and must participate in the eligibility determination and screening processes described in the tenant selection plan in place at the time of the eligibility determination.

The rent and assistance payment will be re-calculated to reflect any income or allowances for the new household member. If the rent increases, the increase will take effect in the first of the month following delivery of a 30-day notice of change to rent. If the rent decreases, the decrease will take effect the first of the month following the addition of the new household member.

Information about new household members who are minors must be provided to KCDC as quickly as possible but not to exceed thirty (30) calendar days. This includes, as applicable, required eligibility information including Social Security numbers, proof of citizenship or non-citizen eligibility and other pertinent information.

If the new household member is under the age of six, special considerations regarding Social Security number disclosure and verification of Social Security numbers are given. The household will be given ninety (90) calendar days to provide the Social Security number and adequate documentation to verify the Social Security number provided. In some cases, an additional ninety (90) days may be provided. If the household fails to provide the required Social Security number information within the allotted timeframe, the household's tenancy will be terminated (eviction) in accordance with HUD requirements.

Each dependent child that lives in the unit may be eligible for a $480 deduction that decreases the monthly rent payment by roughly $12.00 per month. The rent payment will be recalculated to reflect any income or allowances for the new household member.

If the rent increases, the increase will take effect on the first of the month following delivery of a 30-day notice of change to rent. If the rent decreases, the decrease will take effect the first of the month following the addition of the new household member.

Failure to notify KCDC about changes in household composition as described above may result in retroactive rent changes and/or termination of subsidy/tenancy for the entire household. Please contact the management staff if you have questions about this policy. (Refer to Appendix D)

21.0 CHANGES IN HOUSEHOLD COMPOSITION – REMOVING HOUSEHOLD MEMBERS

Tenants must notify KCDC if any household member listed on the lease or on HUD Form 50059 leaves the unit. This notification must occur as quickly as possible but not to exceed thirty (30) calendar days.

Upon notice, the rent payment will be re-calculated to remove any income or allowances for the previous household member. If the rent increases, the increase will take effect on the first of the month following delivery of a 30-day notice of change to rent. If the rent decreases, the decrease will take effect the first of the month following the removal of the household member.

Failure to provide notice to KCDC within thirty (30) days could result in rent increases retroactive to the first of the month after the household member left. Subsidy paid in error will be returned, as required, to the Department of Housing and Urban Development.

If the tenant fails to notify KCDC of a change in household composition within thirty (30) calendar days, and that change would result in a rent decrease, KCDC will make the decrease effective the first of the month following the notice. No retroactive rent credits will be returned to the tenant.

No household under eviction may add household members to the Lease.

Failure to notify KCDC about changes in household composition may result in termination of subsidy and/or tenancy for the entire household. Please contact management if you have questions about this policy. (Refer to Appendix D)

22.0 HOUSEHOLD SPLIT

In some cases, a household may split. A Split Household is defined as one assisted household becoming two or more assisted households.

This happens when one or more household members move out of the unit into a new unit. Some of the original household members remain in the original unit.

When this happens, those members establishing a "new" household must complete new application documents and submit to the owner/agent and will responsible for paying the required security deposit amount.

The "new" household must be eligible and must meet all screening requirements. The tenant selection plan in effect at the time of the final eligibility determination will be used.

22.1 HOUSEHOLD SPLIT – SECURITY DEPOSITS

If the household "splits" and one or more tenants remain in the original unit, the original security deposit will remain with the original unit and a new security deposit will be collected for the new unit.

23.0 CHANGES TO THE TENANT SELECTION PLAN

Applicants will be notified in writing when the tenant selection plan undergoes significant change or when preferences are added or removed. At that time, applicants will be:

A. Given an opportunity to review the new plan,
B. Notified of changes to preferences, if applicable, and
C. Asked if they wish to remain on the waiting list

If the applicant household does not respond, that household will be deemed ineligible and removed from the waiting list. The current tenant selection plan, in place at the time of final eligibility determination, will be used to make a final decision to approve or reject the application.

24.0 SMOKING POLICY

Smoking is prohibited in any area of the property, both private and common, whether enclosed or outdoors, except in designated smoking areas located within 25 feet of such buildings or playgrounds. This policy applies to all owners, property staff, applicants, tenants, guests, volunteers, and contractors.

“Smoking” shall include the inhaling, exhaling, or carrying of any lighted cigarette, e-cigarette, cigar, pipe, hookah, other tobacco products (smokeless tobacco), marijuana including medical marijuana, herbal smoking products “Legal Weed” or products known as “bath salts” or other legal substance.

Please note that use of illegal or controlled substances is grounds for denial of housing/assistance in accordance with the Quality Work and Housing Responsibility Act (QWHRA). Use of illegal or control substances after residency may result in termination of housing assistance as allowed under regulation.

Regardless of the purpose of legalization under state law, the use of marijuana in any form is illegal under the Controlled Substances Act (CSA) and therefore is an illegal controlled substance under Section 577 of the Quality Housing and Work Responsibility Act (QHWRA). Based on federal law, new admissions of any marijuana user – including people who use medical marijuana – are prohibited.

QHWRA requires KCDC to establish lease standards that prohibit admission based on the illegal use of controlled substances including state legalized marijuana. State laws that legalize marijuana directly conflict with QHWRA and thus are subject to federal preemption.

Tenants are prohibited from using marijuana (even in a smokeless manner). If HUD rules change, the Tenant Selection plan and the property House Rules may be edited to conform to the policies set forth by HUD.

25.0 MISREPRESENTATION

Any information provided by the applicant that proves to be untrue may be used to disqualify the applicant because of misrepresentation or attempted fraud. KCDC will not take any action to reduce or deny assistance based on inconsistent information received during the verification process until KCDC has independently investigated the information. KCDC considers false information about the following to be grounds for rejecting an applicant:

- Identity
- Social Security Numbers/Information
- Income/Assets/Income from Assets
- Household Composition
- Disability
- Date of Birth/Age
- Citizenship, Naturalization, and/or Eligible Immigration Status
- Eviction History
- Criminal History
- Sexual Offender Status

- Eligibility
- Allowances
- Current/Previous Residence History
- Current Housing Assistance
- Student Status

Unintentional errors that do not cause preferential treatment will not be used as a basis to reject applicants.

26.0 FRAUD/MISREPRESESNTATION

If an owner suspects a tenant has inaccurately supplied or misrepresented information that affects the rent or a family's eligibility, KCDC must investigate and document the tenant file.

- If the tenant meets with KCDC to discuss the error, and KCDC is convinced the submissions were correct, KCDC will document the file accordingly and close the investigation.
- If, after meeting the tenant, KCDC determines the provision of inaccurate information was an unintentional program violation, KCDC will correct the rent calculation, if applicable, and provide the tenant with notice of the change in rent. If the tenant received an improper payment, the tenant will be required to return that improper payment, in compliance with the HUD Model Lease.
- If the tenant is unable to repay the full amount, KCDC and the tenant may enter into a repayment agreement.
- If, after the income adjustment, the family no longer qualifies for assistance, the family may remain in the property subject to making repayments and paying market rent.
- KCDC may terminate tenancy if the tenant refuses to pay any new monthly rent or refuses to repay the previously overpaid subsidy (improper payment) pursuant to any Repayment Agreement.
- KCDC may terminate tenancy if the tenant refuses to enter into a Repayment Agreement if such option is offered.
- If necessary, civil action may be filed to recover the funds.
- If KCDC determines the tenant knowingly provided inaccurate or incomplete information, and this can be substantiated through documentation, KCDC will pursue the incident as fraud.

27.0 ERRORS CAUSED BY KCDC, SERVICE BUREAU OR SOFTWARE

If KCDC determines an error was made and the family's income was over-reported, KCDC must complete corrections to the prior certification(s) affected by the income change. Once the corrections have been made, KCDC must determine the difference between the amount of rent paid and the rent that should have been paid.

- KCDC will request a meeting with the tenant to discuss the error;

- KCDC will prepare corrections or new certifications that must be signed by all family members;
- KCDC will provide the family with written notification, which includes:
  - A notice of the change in rent, effective retroactively to when the error occurred;
  - The new monthly rent the tenant is required to pay;
  - The amount of the overpayment of rent due; and
  - A form used by the tenant's choosing whether to:
    - Receive a full refund; or
    - Apply the overpayment to future monthly rent payments.
  - Any credit will be applied to any outstanding rent payments before calculating the amount due to the tenant.

Appendix A – Income Limits and Occupancy Standards

Income Limits % by Property

Property	Income Limit	Property	Income Limit
Lonsdale Homes	60%	Five Points 2	50% & 60%
North Ridge Crossing	60%	Five Points 3	60%
Vista at Summit Hill	60%	Five Points 4	60%
Western Heights (Income Averaging)	30%, 60%, 80%	Bell Street 2 LP (Income Averaging)	30%, 60% & 80%
First Creek 1 LP (Income Averaging)	50% & 60%	Overlook @ Beaumont	50%, 60%, Market

Note: All properties noted above are all considered Section 8 (Pre-1981).

Available Bedroom Sizes by Property					
Property	**1 Bedroom**	**2 Bedrooms**	**3 Bedrooms**	**4 Bedrooms**	**5 Bedrooms**
Lonsdale Homes	Yes	Yes	Yes	Yes	No
North Ridge Crossing	Yes	Yes	Yes	Yes	Yes
Vista at Summit Hill	Yes	Yes	Yes	No	No
Five Points 2	Yes	Yes	Yes	Yes	No
Five Points 3	Yes	Yes	Yes	No	No
Five Points 4	Yes	Yes	Yes	Yes	Yes
Western Heights	Yes	Yes	Yes	No	No

Program	Number of Household Members							
	1	2	3	4	5	6	7	8
Public & Indian Housing (Rental Assistance Voucher Program) Based upon HUD Income Limit Calculation								
Low-Income 80%	**58,100**	**66,400**	**74,700**	**82,950**	**89,600**	**96,250**	**102,900**	**109,500**
Very Low-Income 50%	**36,300**	**41,500**	**46,700**	**51,850**	**56,000**	**60,150**	**64,300**	**68,450**
Extremely Low-Income 30%	**21,800**	**24,900**	**28,000**	**33,000**	**38,680**	**44,360**	**50,040**	**55,720**
PBRA-Only Properties Based upon HUD Income Limit Calculations								
PBRA-ONLY 80%	**58,100**	**66,400**	**74,700**	**82,950**	**89,600**	**96,250**	**102,900**	**109,500**
PBRA/LIHTC Layered Properties – Based upon FY2026 MTSP Multifamily Tax Subsidy Limits								
Low-Income Housing Tax Credit 60%	**43,560**	**49,800**	**56,040**	**62,220**	**67,200**	**72,180**	**77,160**	**82,140**
Low-Income Housing Tax Credit/PBRA 50%	**36,300**	**41,500**	**46,700**	**51,850**	**56,000**	**60,150**	**64,300**	**68,450**
Low-Income Housing Tax Credit Properties (Income Averaging) Western Heights (3-1), First Creek & Overlook at Beaumont								
LIHTC Income Averaging 80% (Western/First Creek/Overlook)	**58,080**	**66,400**	**74,720**	**82,960**	**89,600**	**96,240**	**102,880**	**109,520**
LIHTC Income Averaging 60% (Western/First Creek/Overlook)	**43,560**	**49,800**	**56,040**	**62,220**	**67,200**	**72,180**	**77,160**	**82,140**
LIHTC Income Averaging (30%) (Western/First Creek/Overlook)	**21,780**	**24,900**	**28,020**	**31,110**	**33,600**	**36,090**	**38,580**	**41,070**

Appendix B – Request for Reasonable Accommodation or Modification

KCDC is committed to complying with the Fair Housing Act and Section 504 of the Rehabilitation Act by ensuring that its policies and practices do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities in connection with the operation of housing services or programs solely on the basis of such disabilities.

If an individual with a disability requests an accommodation or modification, KCDC will fulfill these requests, unless doing so would result in a fundamental alteration in the nature of the program or create an undue financial and administrative burden. In such a case, if possible, KCDC will offer an alternative solution that would not result in a financial or administrative burden.

KCDC informs all applicants/tenants that, at any time, the applicant/tenant or a person acting on behalf of the applicant/tenant may make a request for reasonable accommodation or modification for an individual with a disability.

At the time of application, all applicants are provided with a copy of the Reasonable Accommodation - Modification Policy. This is provided as part of the Application Package or, upon the applicant's request, the Policy will be provided in an equally effective format.

All applicants/tenants are provided with a Notice of Reasonable Accommodation Request Form when requesting a reasonable accommodation or modification. The request will be accepted in an equally effective format, as a reasonable accommodation. A tenant or applicant may submit the request in writing, orally, or use another equally effective means of communication to request an accommodation or modification.

Tenants and applicants may contact the management office located within their property for information about requests.

The owner/agent will provide an initial reply to requests as quickly as possible, but no more than ten (10) business days from the receipt of the request unless the owner/agent explains the delay. Response may include but is not limited to:

1. Request Approval
2. Request Denial
3. Request for Additional Information or Verification of Need

KCDC will consent to or deny the request as quickly as possible. Unless KCDC explains the delay, the applicant/tenant will be notified of the decision to consent or deny within no more than thirty (30) calendar days after receiving all necessary information and documentation from the tenant and/or appropriate verification sources. All decisions to grant or deny reasonable accommodations will be communicated in writing or, if required/requested, in an alternative format.

Exceptions to the thirty (30) day period for notification of the owner/agent's decision on the request will be provided to the tenant setting forth the reasons for the delay.

If the request for reasonable accommodation or modification is denied, the requestor has the right to appeal the decision within ten (10) business days of the date of the written notification of denial. The appeal meeting will be conducted by a person who was not originally involved in the decision to deny.

Appendix C – Citizen/Non-Citizen Eligibility

Applicants are required to declare U.S. Citizenship or submit evidence of eligible immigration status for each of household member seeking housing assistance. KCDC is required to obtain the following documents:

1. Family Summary Sheet (lists all household members who will reside in the assisted unit on the KCDC Application)
2. Declaration of Citizenship Declaration Form (One completed for each household member)
3. Forms and/or evidence of citizen/immigration status
4. Listing of Non-Contending Family Members (For those who wish not to report their eligibility status, if applicable)
5. INS Verification Consent Form
6. INS Verification Form (Document

If you have any questions or difficulty in providing the described information or determining the type of documentation required, please contact the management office. If you are unable to provide the required documentation in the timeframe indicated, you must contact the management office and request an extension. If you fail to provide this information, KCDC cannot provide assistance.

KCDC will offer the household assistance, providing subsidy to those household members whose documents were received on time when the following criteria is met:

1. Assistance/unit is available
2. The household has come to the top of the waiting list
3. At least one member of the household has submitted the required documentation in a timely manner and has been determined to be eligible based on all of the criteria in this tenant selection plan

If any household member is determined to be an ineligible non-citizen, either at application or after move-in, assistance may be prorated or terminated.

REQUIRED DOCUMENTATION
KCDC must obtain the following documentation for each household member regardless of age:

- From U.S. citizens, a signed declaration of citizenship. The owner/agent requires verification of the declaration.
  - The following documents will be accepted as proof of citizenship
    - United States (U.S.) Passport
    - U.S. birth certificate
    - Other documentation as provided by HUD or DHS
- From non-citizens claiming eligible status who is 62 or older:
  - A signed declaration of eligible immigration status and
  - Proof of age
- From non-citizens claiming eligible status who is not 62 or older:
  - A signed declaration of eligible immigration status and
  - A signed consent form **and**

- One of the DHS-approved documents
- Form I-551, Permanent Tenant Card.
- Form 1-94, Arrival-Departure Record annotated with one of the following:
  - "Admitted as a Refugee Pursuant to Section 207";
  - "Section 208" or "Asylum";
  - "Section 243(h)" or "Deportation stayed by Attorney General"; or
  - "Paroled Pursuant to Section 212(d)(5) of the INA."
- Form I-94, Arrival-Departure Record (with no annotation) accompanied by one of the following:
  - A final court decision granting asylum (but only if no appeal is taken);
  - A letter from an DHS asylum officer granting asylum (if application was filed on or after October 1, 1990) or from an DHS district director granting asylum (application filed was before October 1, 1990);
  - A court decision granting withholding of deportation; or
  - A letter from an asylum officer granting withholding of deportation (if application was filed on or after October 1, 1990).
  - A receipt issued by the DHS indicating that an application for issuance of a replacement document in one of the above-listed categories has been made and that the applicant's entitlement to the document has been verified.
  - Other acceptable evidence.

If other documents are determined by the DHS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the Federal Register.

TIMEFRAMES FOR SUBMITTING EVIDENCE OF CITIZENSHIP/IMMIGRATION STATUS TO THE OWNER/AGENT

Applicants must submit required documentation of citizenship/immigration status no later than the date KCDC initiates verification of other eligibility factors (pre-application or application). KCDC determines the applicant's citizenship or immigration status during the initial eligibility determination prior to move-in.

If the applicant cannot supply the documentation within the owner/agent's specified timeframe, KCDC may grant the applicant an extension of not more than thirty (30) days, but only if the applicant certifies that the documentation is temporarily unavailable and additional time is needed to collect and submit the required documentation. (Although the extension period may not exceed thirty (30) days, KCDC may establish a shorter extension period based on the circumstances of the individual case.)

KCDC will inform the applicant in writing (or, if required/requested, in an alternative format) if an extension request is granted or denied. If the request is granted, KCDC will include the new deadline for submitting the documentation. If the request is denied, KCDC will state the reasons for the denial in the response. When granting or rejecting extensions, KCDC will treat applicants consistently.

REVIEWING AND VERIFICATION OF A HOUSEHOLD'S CITIZENSHIP/IMMIGRATION STATUS

KCDC will conduct primary verification through the (Systematic Alien Verification for Entitlements) SAVE ASVI database - the Department of Homeland Security (DHS) automated system.

After accessing the ASIV database, the owner/agent enters the required data fields. The system will display one of the following messages for immigration status confirmation on the screen.

- Lawful Permanent Tenant
- Temporary Tenant
- Conditional Tenant
- Asylee
- Refugee
- Cuban\Haitian Entrant
- Conditional Entrant

Secondary verification. If the message “institute secondary verification” is displayed on the screen, the manual verification process must be used.

Within ten (10) days of receiving an “Institute Secondary Verification” response, KCDC will prepare DHS Form G-845S, Document Verification Request. KCDC will send DHS Form G-845S and photocopies of the DHS documents submitted by the applicant to the DHS office serving the property’s jurisdiction.

The DHS will return to KCDC a copy of DHS Form G-845S indicating the results of the automated and manual search.

NOTIFICATION TO APPLICANTS

KCDC will notify households in writing that they are:

- Eligible for assistance
- Eligible for partial assistance, as a mixed household

KCDC will notify applicants and/or tenants in writing if they are found to be ineligible based upon citizenship/immigration status.

MIXED HOUSEHOLDS

A mixed household—a household with one or more ineligible members and one or more eligible household members—may receive:

- Prorated assistance
- Continued assistance

APPEALING DETERMINATIONS OF INELIGIBILITY

KCDC will notify the household in writing as soon as possible if the secondary verification process returns a negative result.

The applicant or tenant has thirty (30) days from receipt of the notice to choose which option to follow.

The applicant or tenant may appeal KCDC's decision directly to the DHS. The applicant or tenant must send a copy of the appeal directly to the owner/agent. The DHS should respond to the appeal within thirty (30) days.

If the DHS decision results in a positive determination of eligibility, KCDC can provide the appropriate housing assistance. If the DHS decision results in a negative determination of eligibility, the household has thirty (30) days to request a hearing with the owner/agent.

PROHIBITION AGAINST DELAY OF ASSISTANCE

KCDC may not delay the household's assistance if the applicant or tenant submitted immigration information in a timely manner but the DHS verification or appeals process has not been completed.

If a unit is available, the household has come to the top of the waiting list, and at least one member of the household has submitted the required documentation in a timely manner and has been determined to be eligible, KCDC will offer the household a unit and provide full assistance to those household members whose documents were received on time. KCDC will continue to provide full assistance to such households until information establishing the immigration status of any remaining non-citizen household members has been received and verified.

Appendix D – Verification of Household Composition

In compliance with HUD's Rental Housing Integrity Improvement Project (RHIIP), KCDC will make every effort to ensure that the correct assistance is provided to those who seek housing assistance.

If an applicant household indicates that one or more members should be removed from the application, KCDC will accept such notification from the Head-of-Household (HOH) if it is provided on a notarized form provided by the owner agent. The following rules apply.

If the household is being rejected because a member is registered as a sex offender in any state lifetime sex offender registry, KCDC will take extra steps to ensure that the sex offender is not housed in any unit on the property. The household will have to provide documentation to prove that the sex offender will live at another location. Acceptable documentation includes, but is not limited to:

- Confirmation from a landlord with copy of an executed lease
- Confirmation from local police
- Confirmation from anyone who maintains sex offender registries including but not limited to:
- Dru Sjodin Sex Offender Registry
- Megan's List
- State or Federal Sex Offender Registries
- New driver's license with new address

Information will be confirmed for up to one year after moving in.

If it is discovered that the household allowed any registered sex offender to live in the unit, the applicant must understand that he/she is not qualified to receive subsidy or live on the property. All subsidy paid-in-error must be returned to HUD. Because this is a material lease violation, all household members must vacate the unit within 30 days.

One of the key requirements, at application and during residency, is to disclose who will be living in the unit at any given time. It is important to understand the difference between a tenant and a guest.

Tenant: A tenant is any person who is listed on the application, on any Family Summary submitted and on the lease who will reside in the unit.

Guest: A guest is a person who visits any tenant and may stay overnight no more than thirty (30) consecutive nights in a one-year period and may stay overnight no more than ninety (90) non-consecutive nights in any one-year period without express written consent of the owner/agent.

If KCDC suspects that a guest should actually be classified as a tenant, KCDC will request a meeting with the Head-of-Household (HOH).

In accordance with HUD requirements, the tenant will have ten (10) days to meet with the owner/agent. Failure to respond to the request to meet will result in termination of assistance beginning the first of the month following the 10-day notice.

If KCDC suspects that a guest is actually living in the unit, KCDC will ask for verification of alternative residence. Samples of such verification include one or more of the following:

- Verification with the United States Postal Service that no mail, for the guest, is delivered to the unit address
- *A current driver's license for the "guest" with an alternative address
- *A current lease indicating an alternative residence
- *A current utility bill in the person's name showing an alternative address
- *A current insurance policy or other such invoice/bill showing an alternative address
  - *Current means issued/created within the last thirty (90) days.

In addition, the tenant(s), indicated on the lease, must sign a statement confirming that the guest does not violate the guest policy as indicated above and does not reside in the unit.

Live-in Aides: A live-in aide must meet HUD's definition of a live-in aide:

1. Is essential to the care and well-being of the tenant
2. Is not dependent on the tenant for support
3. Is only living in the unit to provide essential support

If a tenant or applicant requests a live-in aide, the owner/agent is required to verify the need for a live-in aide using third-party verification.

The prospective live-in aide will be screened in accordance with the tenant selection plan in place at the time of review. The live-in aide will not be screened for the "ability to pay rent" since the live-in aide is not responsible for rent payment.

The live-in aide must be approved and must sign the House Rules and the HUD-approved Live-in Aide Policy prior to move-in. KCDC must sign a revised 50059 before the live-in aide is allowed to move-in.

If a live-in aide moves in prior to screening and prior to signing required forms, KCDC will issue a notice of lease violation and may pursue other action including, but not limited to eviction of the live-in aide, termination of assistance and/or termination of tenancy.

Children/Minors: At move-in, all non-exempt household members, including children, must have a Social Security Number and adequate documentation to verify the Social Security Number.

When children are later added to the household, the following will be required.

For children who are born, adopted or in foster care, KCDC requires the following:

- Social Security Number and proof that the number is valid
- For children under the age of 6 years old – proof must be provided within ninety (90) days or owner/agent is required to terminate tenancy.
- An additional ninety (90) may be provided if extenuating circumstances exist
- Adoption paperwork indicating that a household member is a parent as appropriate; or
- Verification from the foster agency indicating the unit as the primary residence of the foster child as appropriate; or
- Other documents proving legal custody arrangement as appropriate

KCDC does not and will not establish policies intended to exclude children. If none of the household members can provide documentation for minors, as described above, KCDC will meet with the tenant to discuss reasonable alternatives. KCDC will be the final judge of what is considered adequate documentation proving household composition/residency.

Appendix E – Fair Housing and Other Civil Rights Protections

Fair Housing

The Fair Housing Act prohibits discrimination in housing and housing related transactions based on race, color, religion, sex, national origin, disability, and familial status.

Title VI of the Civil Rights Act of 1964

KCDC complies with Title VI of the Civil Rights Act of 1964 which prohibits discrimination based on race, color, or national origin in any program or activity receiving federal financial assistance from HUD.

Section 504 of the Rehabilitation Act of 1973

KCDC complies with Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination, based on the presence of a disability in all programs or activities operated by recipients of federal financial assistance.

Although Section 504 protections often overlap with the disability discrimination prohibitions included in the Fair Housing Act, Section 504 differs in that it imposes broader affirmative obligations to make their programs, as a whole, accessible to persons with disabilities.

Coordinating Efforts to Comply with Section 504 Requirements

KCDC has designated a person to address questions or requests regarding the specific needs of tenants and applicants with disabilities. This person is referred to as the Section 504 Coordinator.

Name of Section 504 Coordinator:	Stephanie Romines
Address:	901 N. Broadway Knoxville, Tennessee 37917
Phone Number:	865-403-1119
TDD/TTY Number:	1-800-848-0298 (Tennessee Relay Center)

Requests for Reasonable Accommodation or Modification

In accordance with the Fair Housing Act and Section 504 of the Rehabilitation Act, KCDC will make reasonable accommodations or modifications for individuals with disabilities (applicants or tenants) unless these modifications would change the fundamental nature of the housing program or result in undue financial and administrative burden. Please see Appendix B for additional information.

Limited English Proficiency

Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)" requires KCDC to develop and implement a system to provide housing assistance so persons with Limited English Proficiency (LEP) can have meaningful access to assisted housing opportunities.

KCDC will provide for such meaningful access consistent with, and without unduly burdening the fundamental mission of the property. KCDC will work to ensure that people who apply for and/or qualify for housing assistance are provided with meaningful access to HUD's housing assistance program.

The Equal Access Rule

KCDC ensures that HUD's core housing programs are open to all eligible persons regardless of sexual orientation, gender identity or marital status in accordance with The Equal Access Rule.

Protections Provided Under VAWA

Please see the VAWA Notice of Occupancy Rights for a more detailed explanation of the process used to assist you in exercising protections provided under VAWA.

The Violence Against Women Act (VAWA) provides protections to women or men who are tenants of any "covered housing program" and who are the victims of domestic violence, dating violence, sexual assault and/or stalking – collectively referred to as VAWA crimes. KCDC understands that, regardless of whether state or local laws protect victims of VAWA crimes, people who have been victims of violence have certain rights under federal fair housing regulation.

This policy is intended to support or assist victims of VAWA crimes and protect victims, as well as affiliated persons, from being denied housing or from losing their HUD assisted housing because of their status as a victim of VAWA crimes.

VAWA protections are provided to affiliated persons which are defined as follows:

1. A spouse, parent, brother, sister, or child of the victim, or a person to whom the victim stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of the victim); or
2. Any individual, tenant/applicant, or lawful occupant living in the household of that individual.

VAWA ensures that victims assistance is not terminated solely because the person is a victim of a VAWA crime.

Being a victim of a VAWA crime is not a reason to waive requirements set forth in the HUD Model Lease or in any lease attachment or HUD approved lease addendum unless being a victim of a VAWA crime was the cause of the lease violation.

When applicable, the tenant will be required to work with KCDC to reduce the likelihood of future lease violations.

Confidentiality

KCDC is committed to ensuring that the Privacy Act is enforced in this and all other situations.

HUD Form 5380 Notice of Occupancy Rights under the Violence Against Women Act provides notice to the tenant/applicant of the confidentiality of information about a person seeking to exercise VAWA protections and the limits thereof. The identity of the victim and all information provided to the KCDC relating to the incident(s) of abuse covered under the VAWA will be retained in confidence.

Information will not be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is

1. Requested or consented to by the victim in writing for a limited period of time; or
2. Required for use in an eviction proceeding or termination of assistance; or
3. Otherwise required by applicable law.

KCDC will retain all documentation relating to an individual's domestic violence, dating violence, sexual assault and/or stalking in a separate file that is kept in a separate secure location from other applicant or tenant files.

Requests & Certification

The person seeking VAWA protections may make a request for a VAWA accommodation in any reasonable manner. The tenant may:

- Complete a VAWA Request Form provided by the KCDC
- Submit a written request (including email but not texting)
- Make a personal (oral) request either in person or via phone

Once a request is made, KCDC requires that the tenant certify their status as a victim of a VAWA crime or as a person affiliated with a victim of a VAWA crime using one of the following methods. Tenants decide which of the following methods is used to certify their status as a victim of a VAWA crime or as someone affiliated with a victim of a VAWA crime.

Option 1:

When KCDC responds to a request to exercise protections provided under the VAWA, KCDC will request that an individual provide HUD Form 5382 Certification as a Victim of Domestic Violence, Dating Violence, Stalking or Sexual Assault to certify status as a VAWA victim or as a person affiliated with a VAWA Victim. The person seeking VAWA protections may obtain this form from the property staff or from HUD's web site.

KCDC understands that the delivery of the certification form to the tenant via mail may place the victim at risk, (e.g., the accused perpetrator may monitor the mail). KCDC will work with the tenant to make acceptable delivery arrangements.

Option 2:

Alternatively, if the tenant has sought assistance in addressing domestic violence, dating violence, sexual assault and/or stalking from a federal, state, tribal, territorial jurisdiction, local police or court, the tenant may submit written proof of this outreach in lieu of the certification form.

KCDC will accept a federal, state, tribal, territorial, or local police record or court record other official record documenting status as a victim of a VAWA crime or a person affiliated with a victim of a VAWA crime as defined in this policy.

Option 3:

KCDC will also accept a document signed and attested to by a professional (employee, agent or volunteer of a victim service provider, an attorney, medical personnel, etc.) from whom the person seeking VAWA protections has sought assistance in addressing domestic violence, dating violence, sexual assault and/or stalking or the effects of the abuse. This document must be signed by the tenant.

The signatory attests under penalty of perjury that he/she believes it is the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under the VAWA, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking.

Based on HUD's instruction above, the written statement must be signed, dated, witnessed, and must include the following language:

> *Name of person seeking protections has worked with me to receive assistance in addressing domestic violence, dating violence, sexual assault and/or stalking or the effects of the abuse.*
>
> *Name of professional providing documentation believe it is the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under the VAWA, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking*
>
> *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, the PHA and any owner (or any employee of HUD, the PHA 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, the PHA 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. 408 (a) (6), (7) and (8).*
>
> *The information provided above is true and is based on my knowledge of incidents involving domestic violence, dating violence, sexual assault or stalking.*
>
> *Signed and dated by person providing certification:* ____
>
> *I acknowledge that submission of false information is a basis for denial of admission, termination of assistance, or eviction. In addition, providing false information may prompt the KCDC to notify HUD and pursue civil action related to fraud based on HUD requirements. I am requesting to exercise protections provided through the VAWA*

because I am a victim of domestic violence, dating violence, stalking and/or sexual assault (VAWA crimes) or I am a person affiliated with someone who is a victim of a VAWA crime as defined in this document.

Signed and dated by person seeking VAWA protections:

____

KCDC can provide you with a form that can be used to fulfill this requirement.

The victim is not required to name his/her accused perpetrator if doing so would result in imminent threat or if the victim does not know the name of his/her accused perpetrator.

The person seeking VAWA protections will have thirty (30) calendar days from the date of the written request to provide certification using any of the options above.

This certification may be submitted in an equally effective manner, as a reasonable accommodation, if there is the presence of a disability.

If KCDC receives documentation that contains conflicting information (including certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator), KCDC will require a tenant to submit third-party documentation, as described above in Option 2 or Option 3, within thirty (30) calendar days of the date of the request for the third-party documentation.

To ensure that a person is not wrongly accused of committing an act covered under the VAWA, KCDC will carefully evaluate abuse claims as to avoid denial, termination of assistance, termination of tenancy or eviction based on false or unsubstantiated accusations.

KCDC will review and respond to requests to exercise protections provided under the VAWA as quickly as possible but within no more than ten (10) business days of receiving all required documentation.

KDC may provide the response in any manner acceptable to the victim and KCDC. Responses include:

- Approval of the Request for a specific VAWA accommodation
- Denial of the Request for a specific VAWA accommodation
- Request for additional information or Request to Meet

If the request is denied, the person seeking VAWA protections will have the right to appeal. Requests to appeal must be received within ten (10) business days of the date of the denial. When requested, the appeal will be held with someone who was not involved in the original decision to deny. KCDC will grant a reasonable accommodation when there is the presence of a disability.

On March 15, 2022, Ptenant Biden signed into law the Consolidated Appropriations Act of 2022, which included the Violence Against Women Act Reauthorization of 2022 ("VAWA 2022"). VAWA 2022, reauthorizes, amends, and strengthens VAWA by adding to and not replacing existing housing protections for survivors.

The Reauthorization Act of 2022 revises definitions of "Domestic Violence" and adds the definitions of Economic Abuse and Technological Abuse. The statutory definitions are as follows:

Domestic Violence

The term 'domestic violence' includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person, who:

- Is a current or former spouse or intimate partner of the victim, or person similarly situation to a spouse of the victim;
- Is cohabitating, or who has cohabitated, with the victim as a spouse or intimate partner;
- Shares a child in common with the victim; or
- Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

Economic Abuse

The term "economic abuse", in the context of domestic violence, dating violence, and abuse in later life, means behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resource to which they are entitled, including using coercion, fraud, or manipulation to:

- Restrict a person's access to money, assets, credit, or financial information;
- Unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage; or
- Exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has fiduciary duty.

Technological Abuse

The term "technological abuse" means an act or pattern of behavior that occurs within domestic violence, sexual assault, dating violence or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces and platforms, computers, mobile devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other emerging technologies.

Nonretaliation

KCDC will not discriminate against any person because that person has opposed any act or practice made unlawful by the Violence Against Women Act or because that person testified, assisted, or participated in any matter related to the Violence Against Women Act or a VAWA crime.

Noncoercion

KCDC shall not coerce, intimidate, threaten, or interfere with, or retaliate against, any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any rights or protections under the Violence Against Women Act including:

1. Intimidating or threatening any person because that person is assisting or encouraging a person entitled to claim the rights or protections under the Violence Against Women Act.
2. Retaliating against any person because that person has participated in any investigation or action to enforce the Violence Against Women Act.

Protection to Report Crimes from Home

KCDC, tenants, occupants, service providers, guests and applicants:

1. Shall have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance; and
2. Shall not be penalized based on their requests for assistance or based on criminal activity of which they are a victim or otherwise not at fault under statutes, ordinances, regulations, or policies adopted or enforced by governmental entities. Prohibited penalties include:
   a. Actual or threatened assessment of monetary or criminal penalties, fines or fees.
   b. Actual or threatened eviction.
   c. Actual or threatened refusal to rent or renew tenancy.
   d. Actual or threatened refusal to issue occupancy permit or landlord permit.
   e. Actual or threatened closure of the property, or designation of the property as a nuisance or a similarly negative designation.

Lease Bifurcation

If KCDC determines that physical abuse caused by a tenant is clear and present, the law provides KCDC the authority to bifurcate a lease (i.e., remove, evict, or terminate housing assistance to any accused perpetrator), while allowing the victim, who lawfully occupies the home, to maintain tenancy.

KCDC may attempt to evict the accused perpetrator, but tenants should know that state/local tenant/landlord laws prevail and KCDC must comply with such laws. KCDC cannot guarantee that a court will award or enforce an eviction.

The tenant must keep in mind that eviction of or termination action must be in accordance with the procedures prescribed by federal, state, and local law. KCDC is committed to attempting to assist the victim and persons affiliated with the victim, however, evictions are generally carried out through the court system and the KCDC cannot override or circumvent a legal decision.

In the event that one household member is removed from the unit because of engaging in acts of domestic violence, dating violence, sexual assault and/or stalking against another household member, an appropriate certification will be processed reflecting the change in household composition. Special consideration will be given if the remaining household members are not qualified to remain in the unit as a “remaining household member”.

Legal Action

Victims are encouraged to seek police/legal protection from their accused perpetrator. In some cases, KCDC may file a restraining order against the accused perpetrator to prevent the accused perpetrator from entering the property.

The VAWA does not limit the authority of KCDC, when notified of a court order, to comply with a court order with respect to:

- The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or
- The distribution or possession of property among members of a household.

Termination of Tenancy or Termination of Assistance

The VAWA does not limit KCDC's authority to evict or terminate assistance to a tenant for any violation that is not the result of an act of domestic violence, dating violence, sexual assault, or stalking.

KCDC will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance.

The VAWA does not limit KCDC's authority to terminate assistance to or evict a tenant under a covered housing program when KCDC can demonstrate an actual and imminent threat (to other tenants or those employed at or providing service to property of the covered housing provider) would be present if that tenant or lawful occupant is not evicted/terminated. In this context, words, gestures, actions, or other indicators will be considered an ''actual and imminent threat'' if they meet the standards provided in the definition of ''actual and imminent threat''.

Note: Actual and imminent threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

Determinations about the presence of imminent danger will not be based on stereotypes but will be tailored to specific concerns about individual tenants.

KCDC will take into account individual circumstances when making a determination to terminate tenancy; such circumstances might include, among other things, the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, and whether the leaseholder, if not the wrongdoer, took all feasible steps to prevent the offending action from occurring and has removed the offending person from the lease or otherwise banned the offending person from the premises in the future.

Any eviction or termination of assistance will be initiated only when there are no other actions that could be taken to reduce or eliminate the threat. Examples of such action include, but are not limited to:

- Transferring the victim to a different unit when doing so would reduce or eliminate the threat – Also see Addendum A for information about VAWA Emergency Transfers,

- Barring the perpetrator from the property,
- Contacting law enforcement to increase police presence
- Develop other plans to keep the property safe, or
- Seeking other legal remedies to prevent the perpetrator from acting on a threat

Lease Addendum

The HUD approved lease addendum will be implemented and provided in accordance with HUD guidance.

VAWA Emergency Transfers

KCDC is concerned about the safety of tenants and applicants, and such concern extends to tenants and applicants who are victims of domestic violence, dating violence, sexual assault, or stalking – collectively referred to as VAWA crimes.

KCDC has developed a VAWA Emergency Transfer Plan that allows VAWA victims or people associated with VAWA victims to request a VAWA Emergency Transfer. Please refer to KCDC's VAWA Policy for detailed information.

Definitions

Please be aware of the following definitions related to relocation:

Internal VAWA emergency transfer refers to an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; that is, the tenant may reside in the new unit without having to undergo an application process. If a unit is available, the tenant must be eligible for the unit based on the requirements set forth by the governing agency. The tenant should discuss unit transfer eligibility requirements with KCDC and/or property staff to fully understand the requirements.

External VAWA emergency transfer refers to an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; that is the tenant must undergo an application process in order to reside in the new unit. The applicant may be required to meet the eligibility requirements and/or screening requirement set forth by the agencies that govern the housing program and by the property's KCDC.

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

Internal and External VAWA Emergency Transfers (VET)

In accordance with the Violence Against Women Act (VAWA), KCDC allows tenants who are victims of VAWA crimes or people who are affiliated with victims of VAWA crimes to request a VAWA Emergency Transfer from the tenant's current unit to another unit that is part of this property (internal transfer). Tenants' who request and qualify for a VAWA Emergency Transfer will receive equal preference to any other tenant who makes and qualifies for an emergency unit transfer request. Selection will be based on date and time the completed request and all required documents are received.

Tenants may request a VAWA Emergency Transfer from the tenant's current unit to another unit that is part of another property (external transfer). Tenants may also request assistance if they wish to request a VAWA Emergency Transfer to unit that is part of this property (internal transfer).

Regardless of whether the tenant is applying for an internal VAWA Emergency Transfer or an external VAWA Emergency Transfer, tenants requesting a VET must qualify for the new unit based on the requirements set forth by the governing agency.

When requesting an external VAWA Emergency Transfer, the tenant should understand that they may also be subject to other screening requirements set forth by KCDC guidelines responsible for the other property.

The tenant is responsible for paying for any expenses associated with the move.

The U.S. Department of Justice (DOJ) administers programs that provide funding for victims covered by VAWA, and the Victims Crime Fund could be used to pay for relocation expenses of these victims, or to provide other sources of support, which could free up funding to pay for moving costs. Information about the Crime Victims Fund is available at: https://www.ovc.gov/about/victimsfund.html. Information about Office of Violence Against Women grants is available at www.justice.gov/ovw/grant-programs.

Appendix F – KCDC Housing Portfolio Overview

The 2026 Income limits listed below for admission to Knoxville's Community Development Corporation's (KCDC) Section 8 Project-based, Section 202/PRAC, Multifamily PBRA/RAD and Low-Income Housing Tax Credit (LIHTC) programs were published May 1, 2026, by the Department of Housing and Urban Development (HUD) and are based on the Median Family Income estimates and Fair Market Rent area definitions for each metropolitan area, parts of some metropolitan areas, and each non-metropolitan county. Note: At the time of the draft submission of the 2026 Annual Plan HUD had not released the 2026 Income Limits. These will be updated once the income limits are released around May 1, 2026. Annual income limits may be found at: https://www.huduser.gov/portal/datasets/il.html

Property	Income Limit	Property	Income Limit
Western Heights LP (Income Averaging)	30%, 60%, 80%	Montgomery Village	80%
Five Points Family Multiplexes	80%	Mechanicsville	80%
Five Points 2	60%	Passport Homes	80%
Five Points 3	60%	North Ridge Crossing	80%
Five Points 4	60%	Vista at Summit Hill	80%
Lonsdale Homes	60%	First Creek 1 LP (Income Averaging)	30%, 60% 80%
Valley Oaks	80%	Bell Street 2 LP (Income Averaging)	30%, 60%, 80%
Autumn Landing	80%	Overlook @ Beaumont	50%, 60%, Market

Available Bedroom Sizes by Property

Property	1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms	5 Bedrooms
Western Heights LP	X	X	X		
Five Points Family Multiplexes		X	X		
Five Points 2	X	X	X	X	
Five Points 3	X	X	X		
Five Points 4	X	X	X	X	X
Lonsdale Homes	X	X	X	X	
Montgomery Village	X	X	X	X	X
Mechanicsville		X	X		
Passport Homes		X	X		
North Ridge Crossing	X	X	X	X	X
Vista at Summit Hill	X	X	X		
Valley Oaks		X			
First Creek 1 LP					
Bell Street 2 LP					
Overlook @ Beaumont					

Housing Programs by Property

Property	Program Type	Property	Program Type
Western Heights LP (Income Averaging)	PBRA/LIHTC	Autumn Landing	PBRA
Five Points Family Multiplexes	PBRA	Montgomery Village	PBRA
Five Points 2	PBRA/LIHTC	Mechanicsville	PBRA
Five Points 3	PBRA/LIHTC	Passport Homes	PBRA
Five Points 4	PBRA/LIHTC	North Ridge Crossing	PBRA/LIHTC
Lonsdale Homes	PBRA/LIHTC	Vista at Summit Hill	PBRA/LIHTC
Valley Oaks	PBRA	First Creek 1 LP	
First Creek 2 LP		Overlook @ Beaumont	