Harvest Edge Apartments

TENANT SELECTION PLAN

Harvest Edge Apartments (the Development) will screen all applicants uniformly and in a manner consistent with all applicable laws, including the Tennessee and Federal Fair Housing Acts and antidiscrimination laws, the Federal Fair Credit Reporting Act, program guidelines, and the Department's rules. Harvest Edge prohibits discrimination based on race, color, religion, sex, national origin, handicap, or familial status. Maximum rent and maximum income are adhered to as required by the Tennessee Housing Development Agency (THDA) LIHTC Program. Harvest Edge Apartments requires all applicants to meet the following criteria in order to qualify for leasing in our community. In accordance with the Violence Against Women Reauthorization Act (VAWA) of 2013, this property will not deny admission, deny lease renewal, or evict on the basis that the applicant has been a victim of domestic violence, dating violence, sexual assault, or stalking.

Any applicants and or residents with disabilities wishing to request a reasonable accommodation to complete the application process may contact the Manager by phone **(931) 996-4380** or by letter. All requests will be responded to within 7 business days after receipt.

OCCUPANCY REQUIREMENTS

Apartment Size	Minimum # of Occupants	Maximum # of Occupants
Two Bedroom	1 Occupants	4 Occupants
Three Bedroom	2 Occupants	6 Occupants

ELIGIBILITY REQUIREMENTS

Each applicant must provide third-party verification for required information in each of the categories listed below. Failure to meet eligibility requirements in any one or more of these categories will result in the rejection of the applicant.

1. **Household Composition**

   Definition of head of household: As listed on the application, the first or primary applicant. If only one person is applying, that person will be the head of household. Definition of the co-head: The second applicant, as listed on the application.

2. **Income**

   Section 8 applicants are welcome. Each household must show income that is at least one and a half (1.5) times the resident-paid portion of rent and must have an annual income of at least $2,500. For affordable housing units, the household income must be within the maximum allowed income range as specified by THDA as applicable. The following are the **maximum allowable incomes per household**, by the number of occupants:

Household Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
50% Income Limits	$28,850	$32,950	$37,050	$41,150	$44,450	$47,750	$51,050	$54,350
60% Income Limits	$34,620	$39,540	$44,460	$49,380	$53,340	$57,300	$61,260	$65,220

Bedroom Size	2 BDRM	3 BDRM
50% Max Rent Limit	$926.00	$1,070.00
60% Max Rent Limit	$1,111.00	$1,284.00

3. **Income and Asset Verifications**

   Harvest Edge Apartments requires each applicant to provide us with proof of income and assets prior to application approval. Acceptable forms of verification include but are not limited to: the last four (4) consecutive pay stubs, social security and pension award letters, 6 months of consecutive bank statements, and interest/dividend from all investments. If self-employed, a copy of the most recent Income Tax return is needed. Any source of income and/or assets that cannot be substantially documented must be verified through third-party verifications.

4. **Social Security Requirement**

Applicants must disclose Social Security numbers (SSNs) or Individual Taxpayer Identification Numbers (ITINs) for all family members.

5. **Student Status:**

Income-eligible households comprised of all full-time students must satisfy and provide documentation for one or more of the following conditions to be considered an eligible household:

1) The adult members of the household are married and/or are entitled to file a joint tax return
2) The household consists of a single parent(s) and their child(ren), and both the parents and the children cannot be claimed as a dependent by another individual
3) At least one member of the household receives assistance under Title IV of the Social Security Act (i.e., AFDC/TANF), and/or
4) At least one member of the household is enrolled in a job training program and receiving assistance under the Workforce Investment Act, or similar federal, state, or local programs.

APPLICANT SCREENING

Households will be charged an application fee of $35 for the Head of Household, and $35 for each additional adult household member. Unit deposits are based on bedroom size. Two-bedroom deposit is equal to the first month's rent amount, Three-bedroom deposit is equal to the first month's rent amount. Applicant screening is targeted toward determining that an applicant will be able to meet the essential requirements of tenancy as expressed in the lease and the Community Policies. Note: Live-in aides are subject to the same criminal criteria as the Applicant.

Credit and Criminal Screenings are conducted by AppFolio Management Software. An applicant with a credit score of 550 or above will move on to the next step in the approval process. An applicant with a score of 549 or less will be required to submit additional information to management. For example, an eviction, false Social Security number, and previous housing debts carry an automatic denial. The remaining requirements are determined based on the applicant's criminal and credit risk background. A negative check-writing history will be grounds for denial.

1. **Credit History**

Applicant(s) must have a satisfactory criminal and credit history. A credit and criminal background check will be conducted on each applicant age 18 and older in accordance with federal and state laws. Any applicant with a bankruptcy or repossession in their credit history may be required to provide an additional deposit. All monies owed to other apartment home communities and utility companies will result in denial of the application. Proof of payment of the monies owed can be provided for reconsideration of the application.

2. **Criminal History**

All applicants are subject to a criminal background check, and it is our policy to review applicants who pass all other rental criteria. Applicants with felony convictions or serious misdemeanor convictions for crimes against persons or property, drugs, assaults, weapons, or crimes of a sexual nature may result in a denial of the application. Certain convictions may require a further review process, whereby Harvest Edge Apartments will review each individual case by looking at the type of crime committed, the length of time since the conviction, the age of the applicant at the time the crime was committed, and what the applicant has done since the conviction.

The following are the criteria that will result in a denial of the application -

Felony convictions for the following -

Theft of Property (*excluding by check*)	7 years from completion of sentence
Damage to Property	7 years from completion of sentence
Drug Violation	10 years from completion of sentence
Weapons	10 years from completion of sentence
Violence	No time limit. Subject to additional Review Requirements
Crime/Injury to Person	No time limit. Subject to additional Review Requirements
Sexual Offenses	No time limit. Subject to additional Review Requirements

Misdemeanor convictions for the following -

Theft of Property (*excluding by check*)	2 years from completion of sentence
Damage to Property	2 years from completion of sentence
Drug Violation	5 years from completion of sentence
Weapons	5 years from completion of sentence

Violence	No time limit. Subject to additional Review Requirements
Crime/Injury to Person	No time limit. Subject to additional Review Requirements
Sexual Offenses	No time limit. Subject to additional Review Requirements

3. **Rental History**
   All applicants age 18 and older are required to sign the Lease Agreement and must have satisfactory, verifiable, rental history (i.e., no prior evictions within the last 5 years, no more than 3 late payments within the previous 6 months, and no more than 30 days in arrears in the previous 5 years, disturbing the rights and comforts of other residents, repeated disturbances not related to circumstances protected by VAWA, poor housekeeping, NSF check history, unauthorized occupants or property damage in excess of $1,000 or failure to adhere to community policies and regulations). Poor Housekeeping is included but is not limited to hoarding, infestation, undisposed rubbish, and/or obnoxious or unpleasant odor. At least six (6) months of rental history is required. If an applicant does not have a prior rental history, we will accept a deposit equal to one month's rent if all other criteria are met. Documentation will be required for those 18 and older who are not capable of consenting to legally binding documentation and/or are represented by a person or other entity that has the legal right to make decisions for the individual (i.e. Power of Attorney).

APPLICATION PROCEDURES

Applications may be faxed, emailed, mailed, or delivered to Harvest Edge Apartments during normal business hours; however, original documentation will be required at lease signing. Harvest Edge Apartments will accept initial applications from anyone wishing to apply for residency. The applicant's initial application will be screened for the program and income eligibility. Applicants who do not qualify will be notified within 7 days of the specific reason(s) they did not qualify. Any applicant who feels that the decision was made in error, or has mitigating circumstances that may qualify, may discuss this decision with management.

TERMS OF RESIDENCY

Each eligible, qualified applicant who accepts an apartment home will be required to sign a Lease Agreement for a period of no less than one year.

PET POLICY:

No pets will be accepted, we authorize support animals for disabled persons. We will require a written statement from a qualified professional if the pet exceeds our criteria. Service animals will be allowed after third-party verification has been received from the ordering physician. Specific animal, breed, number, weight restrictions, pet rules, and pet deposits will not apply to households having a qualified service/assistance animal(s) - Accommodations do not extend to any animal posing a direct threat to the health or safety of others.

SMOKING

Harvest Edge Apartments does not allow smoking in the apartment units or common areas. Smoking is permitted outside of buildings.

UTILITIES:

The resident pays for electricity, internet services, cable, and/or satellite services. The owner will pay for water, sewer, lawn care and trash removal. Proof of utility account numbers and transfer should be provided to management within 1 week of lease signing.

WAITLIST, ADD-ONS AND APARTMENT TRANSFERS

1. **Waitlist Policy**
   Leasing is based on a first-come, first-served basis. Once the Development has leased to 100% capacity, this waitlist policy will be implemented in order to assist in filling subsequent vacancies.

   Applicant(s) and current Residents will be placed on the waitlist in chronological order by the date the application is received in the office, and by preference of apartment home size and income designation. The waitlist will be opened as applicants are removed due to filling available units or other reasons further listed. The waitlist will be filled on a first-come, first-served basis, and once the maximum amount of applicants is reached per unit and designation type, the waitlist will be closed.

   In accordance with 24 CFR 8.27, when an accessible unit becomes vacant, the owner or manager, before offering such units to a non-handicapped applicant, shall offer such unit, If Applicable:

(1) First, to a current occupant of another unit of the same project, or comparable projects under common control, having handicaps requiring the accessibility features of the vacant unit and occupying a unit not having such features, or, if no such occupant exists, then

(2) Second, to an eligible qualified applicant on the waiting list having a handicap requiring the accessibility features of the vacant unit.

Applicants will be required to complete an Application and pay the application fee. Applicants will also be required to sign the waitlist policy and will be provided with a copy. The Development will screen the household for criminal and credit. (Depending on the date of move-in, these forms may need to be completed again before move-in, and an additional application fee may apply.) Once the desired unit size and income limit are determined, the Development will place the applicant on the appropriate waitlist in order by the date the application is received in the office.

When the applicant's name reaches the top of the waitlist and the type of apartment requested becomes available, the staff will contact the applicant at the e-mail address or phone number provided on the application. If the applicant cannot be reached and does not respond back to the Development within 1 business day, there will be a 2nd attempt to contact the applicant. If the applicant is not reached on the 2nd attempt and does not respond again within 1 business day of the 2nd attempt, the applicant will be removed from the waitlist. If Management is unable to reach the applicant in any form within 48 hours the applicant will be removed from the waitlist, and the next applicant on the list will then be contacted for the vacancy.

Once the applicant is contacted to apply, if the applicant declines the opportunity, they can remain on the waitlist but will be moved to the bottom of the list. Staff will notify them when the next apartment becomes available. If the applicant turns down 3 apartments that meet the criteria given, Management reserves the right to remove the applicant from the waitlist.

If the applicant is interested in applying for the apartment, the applicant will come to the office to complete a full application packet within 2 business days. The applicant will need to bring all documentation requested from the Development, and at that time the Development will screen the household for criminal and credit and verify income and assets. If the applicant is a no-show to the appointment or does not bring all the required information, the Development reserves the right to remove the applicant from the waitlist. If the application is denied for any reason or if the applicant exceeds the income limit as it applies, they will be removed from the waitlist. At the time the applicant is removed from the waitlist, they will be informed using the primary contact information listed on the application.

2. <u>Adding a New Household Member to a Current Household</u>

At times, it may be necessary to add a new tenant to the currently existing household. This is generally allowed as long as the occupancy guidelines are followed (with exceptions listed below), and all new household members will be subject to all documentation requirements/screenings/procedures as a new applicant applies. They will be added to the most recent Income Certification as a household member to include any income received.

The following exceptions apply –

1. No new household members may be added to the household within the initial lease term.

3. <u>Transfers within the Community</u>

In order to qualify for a transfer, the household must meet one of the following criteria (which must be verified):

- Change in household composition.
- Change in income which is permanent in nature.
- Requires a Reasonable Accommodation for a disability.

In addition, the household must meet ALL the following criteria:

- Must fulfill at least one lease term (of one full year) in their current apartment. No transfers will be permitted during the initial lease term.
- Must reapply and qualify as new residents (a new application fee will not be required if transferring within the same Community).
- All qualifying histories such as rental, criminal and credit, must be run/verified and approved before a move in date is scheduled.
- Paid the appropriate transfer fee (not applicable for reasonable accommodation for a disability)

- Resident tenure longer than 60 months - $0.00 fee
- Resident tenure longer than 48 months - $200.00 fee
- Resident tenure longer than 36 months - $300.00 fee
- Resident tenure longer than 24 months - $400.00 fee
- Resident tenure longer than 12 months - $500.00 fee

- A new deposit must be paid for the new apartment, as the deposit on file for the current apartment will not transfer. At the time of transfer, any cleaning fees, damages, and appropriate move-out fees associated with the current apartment will be assessed to the current apartment's deposit and any remaining amounts will be refunded to the resident.

Once the household has met the requirements (including payment of the non-refundable transfer fee), they will be placed on the waitlist in the order in which the request for transfer is requested. Residents on the waitlist will not have priority over applicants on the waitlist when an appropriate unit becomes available. If a household on the transfer list refuses an appropriate unit when it becomes available, they will be moved to the bottom of the waitlist.

Note: Management must approve all transfers. Transfers solely for the convenience of the Resident are not authorized until the end of their lease term. All outstanding charges must be paid in full prior to transfer. A history of damage or neglect to the unit by the resident will be grounds for denial of a transfer. Transfers will be based on previous rental history, payment history, and lease violations. Three late payments can disqualify residents from being able to transfer. Three lease violations will also disqualify a resident from being transferred.

REJECTION/DENIAL OF APPLICATION

In the event of rejection/denial of the application, a notification letter will be sent to the applicant, which will detail the reason(s) for the rejection within 7 days of the determination. The applicant is also advised in this letter of the seven (7) day period (from the date of the letter) provided to request review of the rejection by requesting a meeting with the Harvest Edge Apartments staff reviewer.

If review is requested, Management will review the application and the decision to reject the applicant. To the extent practicable, this review will be completed within five (5) business days of the applicant's request for review, and the applicant will be sent a written, final determination within five (5) business days of completion of this review.

Non-Renewal and/or Termination Notices

In the event of a non-renewal and/or termination of tenancy, Harvest Edge Apartments will provide a specific reason for the termination or non-renewal. The notification will be delivered as required by applicable program rules and will include the form based on HUD Form 5380 "Notice of Occupancy Rights under the Violence Against Women Act" and the HUD Form 5382 "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation."
The notice will contain information on how a person with a disability can request a reasonable accommodation. There are currently no appeal process available.

All application fees and deposits must be paid before the move-in date. All rent amounts are due by the 1st of the month and are considered late on the 5th day of the month.

NOTICE: By signing this document, you acknowledge that you have had the opportunity to review the Tenant Selection Plan. If you do not meet the Applicant Criteria but choose to continue with the application process, any application fee(s) paid will not be refunded. Any purposefully omitted/inaccurate information or false statements made on any of the application documents or verifications received may lead to rejection of your application or immediate termination of your lease. This community will operate under an affirmative marketing plan. Additional marketing efforts will be made to attract and retain residents that are currently participating in a local voucher program. All Fair Housing Laws will be followed.

You must sign a consent form allowing Harvest Edge Apartment to verify income information for your household. These documents contain information subject to the Privacy Act of 1974, as amended. We are required to protect the income information we obtain in accordance with the Privacy Act of 1974.

Applicant Signature: _____ Date: _____
Co-Applicant Signature: _____ Date: _____
Owner's Representative: _____Date: _____

Individuals with a disability requesting a reasonable accommodation to complete the application process should contact Management at (931) 996-4380