

TENANT SELECTION PLAN

FOR

RUNSEN HOUSE

Independent Low Income Apartments
For Seniors*

825 E. Clements Bridge Road
Runnemedede, New Jersey 08078

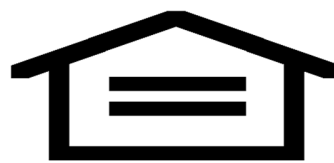
Owner

Runsen Associates, LP
825 E. Clements Bridge Road
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Revised By:

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AUGUST 1, 2020



**EQUAL HOUSING
OPPORTUNITY**

*Seniors defined as 62 years and older

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Tenant Selection Plan

Overview

Runsen House is a Low Income Housing Senior Tax Credit Facility Section 42 of the Tax Code with initial occupancy in 1993. It is a four (4) story Independent Senior Apartment Complex with 81-One bedroom apartments for senior population, sixty-two (62) and older. All apartments are equipped with an entry foyer, combined living room/dining room, galley kitchen, bathroom, and four (4) closets. Each apartment is equipped with two (2) smoke detectors and Fire Sprinkler System. The building features two elevators, Large Commons Room, Sitting areas on each level, laundry facilities on each floor, trash rooms on every level and in-house mail delivery.

The property has been designated to serve persons sixty-two (62) years and older without regard to race, color, religion, disability, familial status, national origin or gender. We do not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities.

Runsen House employs a **Managing Agent** to fully assume all duties on behalf of the Owner as required in HUD Handbook 4381.5 for overseeing and monitoring project management responsibilities in accordance with the Owner's personnel policies and HUD Handbook 4350.3 REV-1 Change 4 and future revised editions.

Runsen House shall comply fully with Federal Fair Housing Laws. Applicants will not be discriminated against with regard to race, color, religion, gender, and disability, familial status, national origin or other class protected by State or local law. The Tenant rent is based upon the LIHTC guidelines 40/60% of the gross income. The **Runsen House Tenant Selection Program (RHTSP)** must comply with the following agencies and their associated programs for rent-up and management by the **Managing Agent Runsen Associates, Inc.**

- Internal Revenue Service (IRS) Section 42 for Low Income Housing Tax Credit (LIHTC) compliance
- The New Jersey Housing, Mortgage and Financing Agency program (NJHMFA)
- The New Jersey Department of Community Affairs (DCA) Division of Affordable Housing and Balanced Housing Program
- The Housing and Urban Development Program (HUD)
- Borough of Runnemede Deeds, Restrictions, Building and Fire Codes

The policy of the **Managing Agent** is one of equal opportunity and non-discrimination in compliance with all Civic Rights legislation (1964, 1968, 1988) Section 504 of the Rehabilitation Act of 1973 (if applicable) and Affirmative Fair Housing Marketing requirements as set forth individually for each property. No Applicant would be denied on the basis of race, color, religion, sex, familial status, handicap status or national origin. Applicants must meet all Section 42 and **Managing Agent** tenant selection requirements to gain admission to this property rented and managed by **Runsen Associates, Inc.**

1. PROCURING AN APPLICATION

All persons interested in **Runsen House** may request an application either in person (or through a designated individual) at the on-site Management Office during posted office hours; or request an application to be mailed by calling the Management Office. FAX and E-Mail requests for applications will also be accepted.

A Preliminary Application must be completed, signed and dated by the Applicant(s) and submitted either in person to the office or via mail to the office – We cannot accept applications without original signatures. The application will be used to determine initial LIHTC eligibility. Applicants may request assistance in completing the application if necessary. The **Managing Agent's** policy is to assist wherever possible. All Applicants whose application is not complete will be contacted within 10 (ten) business days of receipt, in writing with a written list of items necessary to complete the application. While the Management Office will track all applications and requests for additional information, no application will be placed on the waiting list until it is complete. When a completed application is received or the requested information received subsequently to make it complete, the application will be logged by date and time received. If a vacancy at the property exists, or is expected within the next ninety (90) days, the verification-selection process will begin immediately in regard to the income, assets, allowances for LIHTC certification and the **Managing Agent's** references for selection or rejection.

LIHTC preliminary eligibility will be satisfied by using information on the Preliminary Application. Placement of an application on the waiting list does not denote final Tenant selection and approval. That can and will occur only after completing and meeting the verification-selection processing, approval by the President of Property Management and the review of the State Agency.

All Applicants who submit a completed application (or when an application becomes complete) will be notified in writing of waiting list status or subsequent Tenant selection or rejection. Any Applicant, who exceeds LIHTC income limits for eligibility based upon application information, or if ineligible during later processing, would be notified in writing that they are LIHTC ineligible. Similarly, any Applicants who are not eligible due to eligibility requirements (i.e. 62 years or older) would receive a notice of ineligibility. All Applicants must be LIHTC eligible, meaning gross income is equal to or less than the LIHTC income limit regulating this property.

2. PROCEDURE FOR ACCEPTING THE APPLICATION

Anyone who wishes to secure housing must fully complete the Application for Residency. The **RH (Runsen House) Coordinator** shall provide a packet of information including: A Visitor Log-in Form, the Multiple Dwelling Reporting Rule/Tenant/Applicant Inquiry (MDRR), Facilities Amenities sheet, a Unit Floor Plan, Criteria for Admission & Occupancy guideline sheet, No Smoking Policy Form, Tenant Selection Plan form, along with a business card to interested persons.

Upon receipt of a completed application the Applicant will receive one of the following from the **RH Coordinator**:

- A letter to acknowledge receipt of the completed application and notification of its addition to current waiting list.
- A phone call to schedule an application interview within standard business hours.

During the Application Interview the following criteria will be determined:

- Make an initial determination of the income eligibility of the household:
- Collect sufficient information to screen Applicant's prior landlord history.
- The Applicant will be required to give consent to Management's requirement to secure a credit and criminal background history and must provide sufficient information to enable Management to secure such reports.

3. THE WAITING LIST

All completed applications meeting the requirements as stated in the Application Process above, will be placed on the waiting list by the **RH Coordinator**. An application placed on the waiting list is determined by the date on which all application materials are received at the office; however, acceptance to the waiting list does not automatically guarantee eligibility for an apartment. Further screening, as described in the **Applicant Screening Criteria** Section, will be completed at the time an apartment is offered.

- The initial application shall be timed and dated when received.
- It is the responsibility of the Applicant to contact the **RH Coordinator** every 6 months to remain current on the waiting list.
- Applicants on the waiting list are required to submit a revised application reflecting any changes in income to remain on the waiting list.

This date/time is based on when the completed application or subsequent information is received to make the application complete. The waiting list contains requested data inclusive of date and time, name, address and phone number of Applicant, income, statistical data, Low Income Housing Tax Credit (LIHTC) eligibility, date contacted for an interview and final tracking status (i.e. selection, rejection, cancellation, etc.). Sub-lists to the master list are kept. They are titled Low or Moderate Income. This titling is in order to comply with New Jersey's Balanced Housing Program. Any Applicant may request information on current status by writing or calling the Management Office.

4. PROJECT ELIGIBILITY REQUIREMENTS

Applicants in addition to LIHTC and occupancy policy requirements must also meet application, interview and reference criteria. In competing the application, all Applicants must sign a release form allowing the Owner/Owner's Representative to verify all income, assets and allowances, make inquiries in regard to credit history and criminal records, and check personal and landlord references. In addition, the Owner/Owner's Representative would be authorized to procure consumer reports from consumer reporting agencies, obtain credit information from credit institutions and criminal background checks from appropriate law enforcement agencies. All Applicants are required to have a personal interview. Once the processing and the interview have been completed, an eligible Applicant would receive a notice of Tenant selection. Applicants who wish to be a Tenant or Co-Tenant must possess the legal capacity to sign all documents, (unless an accommodation determination for the handicapped to allow guardian signature if otherwise eligible is made), and would have to agree to complete the Tenant Certification Process, enter into a one-year lease agreement, pay a security deposit and participate in a unit inspection prior to physical occupancy of the unit.

MINIMUM ELIGIBILITY REQUIREMENTS: The Applicant and/or Co-Applicant

- Must be sixty-two (62) years of age or older
- The unit for which the Applicant(s) is applying must be used as the family's only residence
- Must agree to pay the rent required by the program
- All income must be verified by third party
- Bankruptcies shall be discharged at a minimum of ten (10) years prior to time of application
- The Applicant has never been arrested and /or charged with a crime
- A documented positive credit history with scores above 700
- A documented positive landlord reference(s) covering of ten (10) of tenancy
- No prior evictions

GENERAL CAUSES FOR INELIGIBILITY: The Head of Household and/or Co-Head

- Either persons smokes
- Want to keep a pet that does not meet the **Pet Policy** Criteria (not to be confused with a service animal or a comfort animal, both of which are not pets)
- Have insufficient income
- Have income over the Income Limits
- Income cannot be verified
- Have been arrested and/or charged with a crime
- Have been convicted of a crime
- Have been sued for owing someone money
- Have a money judgment against them
- Have a poor or no prior rental history
- Has a poor rental history
- Does not provide complete answers on the application
- Provided false information on the application
- Prior landlords had negative comments about the head of household and/or co-head and would not rent to them again
- Have poor or no credit history
- Have recently filed bankruptcy – less than ten (10) years in the past
- Have a foreclosure on their record or are in Foreclosure proceedings

5. CITIZENSHIP REQUIREMENTS

By law, only U.S. citizens and eligible noncitizens may benefit from federal rental assistance. See Chapters 3, 4, 7, and 8 for other citizenship and eligible immigration status requirements.

- **RH Coordinator** determines the Applicant's citizenship or immigration status during the initial eligibility determination, prior to move-in.
- As part of the annual recertification process, **RH Coordinator** must determine the citizenship/immigration status of Tenants from whom the Owner has not previously collected the proper documentation or whose documentation suggested that their status was likely to change.

6. SELECTION FROM THE WAITING LIST

When an appropriate unit is available, the **RH Coordinator** shall review the waiting list to identify the next Applicant's name in chronological order at the top of the list. The **RH Coordinator** is solely responsible for accepting from the waiting list.

The Project Manager shall:

- Interview the Applicant
- Confirm and update all information provided on the application
- Obtain current information of income, expense and Family Composition as applicable and necessary to verify eligibility

The Applicant shall be informed that a final decision on eligibility cannot be made until all verifications have been completed and current income has been verified.

Former residents desiring to return to the property must re-apply; meet all HUD and Owner requirements, and be placed on the waiting list.

Applicants will be selected chronologically by LIHTC eligibility but once determined LIHTC eligible also by other program rules, i.e. NJDCA. The Applicant must meet LIHTC first, then the other program eligibility requirements. All Applicants must be approved by the **Managing Agent** and Certified by NJHMFA – Occupancy Specialist. The Applicant must have the demonstrated ability to afford and pay the rent. The policy of the **Managing Agent** is to consider all income and assets, but that in most cases Applicants should not spend more than 40% of their resources on rent. Those who cannot afford rent would be rejected.

7. UPDATING THE WAITING LIST

Any application meeting the requirements as stated in the **Project Eligibility** and **Applicant Screening Criteria** Sections will be placed on the wait list by the **RH Coordinator**.

One's place on the waiting list is determined by the date on which all application materials are received at the office; however, acceptance to the waiting list does not automatically guarantee eligibility for an apartment. Further screening, as described in the Applicant Screening Criteria Section, will be completed at the time an apartment is offered.

- The initial application shall be timed and dated when received.
- It is the responsibility of the Applicant to contact the **RH Coordinator** every six (6) months to remain current on the waiting list.
- Applicants on the waiting list are required to recertify their income annually in order to remain on the waiting list.

RH Coordinator will update this information concurrently with the Annual Recertification performed for residents currently residing at the project.

8. OPENING OR CLOSING THE WAITING LIST

Runsen House maintains an open waiting list and accepts applications during posted business hours. Should the wait for an apartment exceed twenty-four (24) months then **Runsen House** would consider closing its waiting list until the wait time reduced to fifteen (15) months.

9. NUMBER OF OCCUPANTS

Owner/Manager may change the occupancy limit during the lease term if changes in laws, ordinances or regulations make such change necessary. The minimum occupancy limit will correspond to the number of bedrooms. All of **Runsen House Tax Credit Apartments** are one (1) bedroom and the maximum occupancy limit will be two (2) persons. Household members include all full-time members of the Elderly Household. Elderly Household means a family member is at least sixty-two (62) years in age or older.

10. LIVE-IN ATTENDANTS/AIDES

Live-In Aides are considered to be a reasonable accommodation. Property Management must first obtain verification that the Live-In Aide is needed to provide necessary supportive services essential to the care and well-being of the individual, and that there is a disability-related need for the Live-in Aide. This verification will be obtained from the individual's physician, medical practitioner or health care provider.

- Must be determined to be essential to the care and well-being of the person(s)
- Must not be obligated for the support of the person(s), and
- Must not be living in the unit except to provide the necessary supportive services

The Live-In Aide only qualifies for occupancy as long as the individual needing supportive services still requires the aide's services and remains a Tenant, and **MAY NOT** qualify for continued occupancy as a remaining family member.

The Live-In Aide cannot stay in the unit as a remaining family member, once the Tenant who needs the services leaves the unit or dies. Live-In Aides who violate any of the property's House Rules will be subject to eviction.

Live-In Aides must meet the same screening criteria as any other Applicant including a credit and criminal check before being permitted on-site. Tenant must obtain written Authorization from the Landlord before proceeding. The cost for Screening is \$40.00/per Live-In Aide.

11. ELIGIBILITY OF STUDENTS

Students are not eligible for residency at **Runsen House**.

12. DISAPPROVAL OF APPLICATION

A person or family may be disapproved for admission to the development for any reason related to such person's or family's ability or willingness to comply with the terms of the lease and applicable law. In the event any application is disapproved, the Applicant will be notified in writing by the Manager as to the reasons why the application was disapproved.

Examples of such reasons include (but are not limited to) a determination by the Manager and/or Owner that the actions of, or available information concerning any member of an Applicant's household, fall into one of the following categories:

1. **Violent Behavior** – Includes evidence of acts of violence or of any other conduct, which would constitute a danger or disruption to the peaceful occupancy of neighbors.
2. **Rape, Prostitution, or Sexual Deviation** – Include convictions for the offenses of rape, prostitution, indecent exposure, sodomy, carnal abuse, impairing the morals of a minor, or similar crimes indicating sexual deviation.
3. **Grossly Unsanitary or Hazardous Housekeeping** – Includes generally creating any health or safety hazard through acts or neglect and causing or permitting any damage to or misuse of premises and equipment, if the family is responsible for such hazard, damage or misuse; causing or permitting infestation, foul welfare or enjoyment of the premises; depositing garbage improperly; failing to use in a responsible and proper manner all utilities, facilities, services, appliances, and equipment within a dwelling unit or failing to maintain them in a good and clean condition; or any other conduct or neglect which could result in health or safety problems or in damage to the premises. In cases where a qualified agency is working with the family to improve housekeeping and the agency reports that the family shows potential for improvement, decision as to eligibility shall be reached after referral to and recommendation by such agency. This category does not include families whose housekeeping is found to be superficially clean or to lack orderliness, where such conditions do not create a health and safety problem and do not result in damage to or deterioration of the premises and do not adversely affect the peaceful occupancy of neighbors.
4. **Records of Disturbance of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior** – Includes behavior or conduct which adversely affects the safety or welfare of other persons by physical violence, gross negligence or irresponsibility; which damages the equipment or premises in which the family resides; which is disturbing or dangerous to neighbors or disrupt sound family and community life.
5. **Non-Compliance with Rental Agreements** – Includes evidence of any failure to comply with the terms of rental agreements on prior residences, such as providing shelter to unauthorized persons, keeping of pets or other acts in violation of rules and regulation, and painting or decorating without permission of owner.
6. **Medical Record** – A record of mental, emotional or physical disability such that residence in an independent setting would be injurious to the health, safety or welfare of the individual or the other Tenants or their peaceful enjoyment of the premises.
7. **Tenancy or Credit Records** – A consistent, sever or recent history of deficiencies in overall credit or in rent payment which indicates that the family would be unable or would otherwise fail to pay when due rent for the apartment and other expenses relating to occupancy of the apartment; or the absence of any history of timely payment of rent and other obligations, unless the Applicant can show good cause for such absence.

8. **Former Tenants with a Debit Balance** – Applicants who owe the Owner of any other rental unit a balance from prior occupancy will not be considered for admission until the account is paid in full and reasonable assurance is obtained that the contributing causes for nonpayment of rent during the prior occupancy have been sufficiently changed to enable the family to pay when due rent and other expenses relating to the occupancy of the apartment. The spouse will not be required to pay the balance before admission if his/her spouse was the former lessee, provided there is legal documentation evidencing a divorce or separation. In any event, the former lessee with unpaid balance will not be added to the lease until the amount is paid in full.
9. **Misrepresentation** – Willful or serious misrepresentation in the application procedure for admission to **Runsen House**. Applicants found to have provided false answers on the application or at the interview would also be rejected.
10. **Evidence of Criminal Activity Including Drug Related Criminal Activity** – Drug related criminal activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance (as defined in section 102 of the Controlled Substances Act (21 US C 802)).

The Applicant's ability and willingness to abide by the Controlled Substances Abuse Act and not be involved in criminal activity or drug related criminal activity would be determined by the following procedure.

Management will contact the current landlord and one prior landlord to determine if the Applicant has had any involvement in criminal activity or drug related criminal activity.

Management will ask the current landlord and prior landlord the following questions:

- a) Has this Tenant or any member of the household engaged in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near project premises?
- b) Has this Tenant or members of the household permitted the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest?
- c) Has this Tenant or member of the household engaged in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project premises or otherwise?
- d) Has this Tenant or member of the Tenant's household, or a guest or other person under the Tenant's control engaged in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near project premises?
- e) In the event Management is unable to contact landlord(s), Management may request a copy of every adult member's criminal record. Any application, which is incomplete, will not be processed.
- f) An Applicant who refuses to sign releases to allow verification of LIHTC and Managing Agent/Owner eligibility, references, etc. would be rejected.
- g) Applicants who do not meet income limits for a property would be rejected.

- h) Applicants who exceed the maximum allowable occupancy standards for a property would also be rejected.
- i) Applicants with negative credit (Civil Judgments, collections, etc.), personal, landlord or police references would also be rejected.

Applicants would never be rejected arbitrarily such as on the basis of race, color, religion, sex, familial status, handicapped status, national origin or age*. Any Applicant who is selected but does not accept tenancy for reasons other than medical, emergency, or need for subsidy that is currently not available, would be removed from the waiting list. The waiting list is updated at the least on a quarterly basis to establish continued eligibility, and to remove those not still eligible, or to reclassify those with changed status.

*All Tenants and/or Co-Tenants must be sixty-two (62) years or older.

13. SOCIAL SECURITY NUMBER REQUIREMENTS

As of January 31, 2010, all household members must disclose and document Social Security numbers. Live-in Aides are also subject to the SSN requirements. All adults in the Applicant's family must sign verification consent form for Management to verify all information and annually thereafter.

14. INCOME LIMITS

Runsen House is a Low Income Senior Tax Credit property designated for elderly sixty-two (62) years and older. **Runsen House** initial occupancy was in 1993 and must admit both low and moderate income Independent Seniors.

Income limits are based on the Income Limits as posted by HUD and family size. Applicant's household annual income must not exceed the income guidelines for the county in which the facility is located, as set forth by HUD. Income limits are updated by HUD annually. The Applicant family's annual income must not exceed the applicable income limit. The Current Annual Income Limits for this project are included in APPENDIX A (SECTION THREE) and are subject to change.

Income limits are generally published annually and are available from the local HUD office or on-line at: www.huduser.org. Our Income Limits for 2020 are posted on the last page of this document. They are subject to change.

15. APPLICANT SCREENING CRITERIA

Ensuring that Screening is Performed Consistently the **RH Coordinator** shall apply the criteria consistently to all Applicants. To ensure that all Applicants are treated consistently during the screening process:

1. Only the **RH Coordinator** shall conduct screening to reduce inconsistencies.
2. Standard forms designed to meet HUD screening criteria shall be used to screen all Applicants.
3. Use of objective criteria:

For example, when interviewing an Applicant's former landlord about rent payment and rental history, the Project Manager shall ask fact-based questions. Avoid subjective questions that ask for opinions or do not directly relate to the Tenant's ability to meet the requirements of the lease.

Screen for Credit History

Examining an Applicant's credit history is one of the most common screening activities. The purpose of reviewing an Applicant's credit history is to determine how well Applicants meet their financial obligations. A credit check can help demonstrate whether an Applicant has the ability to pay rent on time.

The **Runsen House** shall use two primary sources to determine rental and credit history:

- Obtain two positive landlord references covering a period of ten (10) years. The **RH Coordinator** shall rely more on former landlords than current landlord. Former landlords do not have a reason to provide misleading information, and therefore may provide accurate references.
- The landlord verifications will be made during the Initial Interview process. A positive landlord reference would include:
 - Rent was paid and in a timely manner.
 - Applicant must show compliance with facility and lease policies.
 - Property was left in an acceptable condition with any back balances paid in full.
 - In the event that a landlord reference is unavailable or if an Applicant is presently residing with family members, the **Landlord Verification Form** will be waived.

Secure Screening for Credit, State Lifetime Sex Offender Screening and Criminal Background Checks

RH Coordinator will also order a credit and criminal background report for each Applicant to include:

- **Credit Report (with Fico Score)**
- **Nationwide Criminal Records**
- **Sex Offender Search** (4350.3 Chap 4 pg. 4-21 to 4-22)
- **OFAC/Patriot Act Search**
- **Bankruptcies**
- **Foreclosures**
- **Medical Collections**
- **Employment Summary**
- **Known Aliases**
- **Past Address History**
- **Nationwide Eviction Report (Includes Judgments and Non-Judgments)**
- **Bank Assets & Income Data Report**

Review the report to determine the Applicant's history of meeting financial obligations including payments for rent, utilities, loans, revolving credit cards and other obligations. Verify that no collection or outstanding balance is due for rental or housing related activity such as utility payments or property management companies, or eviction.

16. REJECTING INELIGIBLE APPLICANTS

Applicants may be rejected if:

- They are ineligible, as defined in Sections 2 and 4 Eligibility Requirements

- They do not meet the OWNER'S TENANT SELECTION CRITERIA;
- They are unable to disclose and document all Social Security numbers.
- They are unable to disclose all information to verify household composition.
- They are unable to provide information regarding all income sources.
- They failed to sign and submit verification consents:
Relevant individual verification consents.

In the event that an Applicant is rejected, the Applicant will receive written notification from the **RH Coordinator**. The Applicant shall have fourteen (14) days from the date of the letter to respond in writing or to request a meeting to discuss the rejection.

Reponses should be directed to: Maureen Massanova-Burke, **President - Property Management** – Runsen Associates, Inc. 825 E. Clements Bridge Road, Suite 1, Runnemede, NJ 08078

When an Applicant is rejected, more detailed information concerning appeal rights will be furnished at the time of rejection. If the Applicant appeals the rejection, the Owner shall give the applicant a written final decision within five (5) days of the response or meeting.

The **Managing Agent** shall keep the following materials on file for at least three (3) years:

- Application
- Initial rejection notice
- Any Applicant reply, Owner's final response, and
- All interview and verified information on which the Owner based the rejection.

17. PROHIBITED SCREENING

- Applicants shall not be required to submit physical examinations or medical testing as a condition of admission.

18. NO SMOKING POLICY

Purpose of No-Smoking Policy. To mitigate (i) the irritation and known health risks from secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; and (iii) the increased risk of fire from smoking.

- **Definition of Smoking:** The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product (ie E-Cigarettes, CBD, Vaping etc.) in any manner or in any form – legal or illegal.
- **Smoke-Free Complex:** The premises to be occupied by Tenant and members of Tenant's household have been designated as a Smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

- **Effect of Breach and Right to Terminate Lease:** A breach of our No Smoking Policy would be deemed a material breach. As such, a Tenant found to have a material breach of the lease would be grounds for immediate termination of the Lease by the Landlord.

19. TENANT SELECTION PLAN

The **Managing Agent** shall review/update the TSP at least annually to ensure that it reflects the current operating practices and program requirements.

20. POLICY FOR NOTIFYING APPLICANTS OF CHANGES TO THE TSP

- The **RH Coordinator** shall send to all Applicants on the waiting list by snail mail (U.S. Postal System), a letter indicating that a change has been made in the Owner's Tenant Selection Plan (TSP).
- The **RH Coordinator** shall retain copies of such notices attached to each Applicant's application form/attachments.
- The **RH Coordinator** shall, upon request, provide a copy of the Tenant Selection Plan to waiting list Applicants.

21. RENT PAYMENT

All rent is due on the 1st of each month; however, the Tenant is allowed up to five (5) business days to pay his/her rent.

22. PET DEPOSIT

If the Animal meets the definition of a pet in our **Runsen House Pet Policy** and permission is granted under the **Runsen House Pet Policy** to house a pet in the unit, a Tenant must pay a pet deposit of \$300.00.

- Pet deposits are to be used only to pay reasonable expenses directly attributable to the presence of the pet on the property. Such expenses would include, but not limited to, the cost of repairs and replacement to the unit, fumigation of the unit, and the cost of animal care facilities.
- The **Managing Agent** must return the unused portion of a pet deposit to the Tenant within a reasonable time after the Tenant moves from the property or no longer owns or keeps a household pet in the unit.
- A copy of our Pet Policy is available for review. Approved Applicants and Tenants can request a copy thereafter.

23. SECURITY DEPOSIT REQUIREMENTS

- The amount of the security deposit established at move-in does change when a Tenant's rent changes to equal to the current new rent.
- The Tenant is expected to pay the security deposit from his/her own resources, and/or other Public or private sources.
- The security deposit is refundable.
- An Applicant may be rejected if he/she does not have sufficient funds to pay the deposit.
- At the time of the initial execution of the Lease, the **Managing Agent** must collect a security deposit that equals the assessed first month's rent.

- Security deposits provide the Owner with some financial protection when a Tenant moves out of the unit and fails to fulfill his/her obligations under the lease.
- The **Managing Agent** shall place the security deposit in an interest-bearing account and allocate the interest to the Tenant annually.

24. REFUNDS

In order to receive a refund of the security deposit, the condition of the apartment must meet the requirements of the Move-Out Policy. Also the Tenant must provide the Owner with a forwarding address at move-out or arrange to pick up the refund.

Timeliness:

Within thirty (30) days after the move-out date the **Managing Agent** shall either:

- Refund the full security deposit plus accrued interest to a Tenant that does not owe any amounts under the lease; or
- Provide the Tenant with an itemized list of any unpaid rent, damages to the unit, and an estimated cost for repair, along with a statement of the Tenant's rights under the State and Local laws.
- If the amount the **Managing Agent** claims is less than the security deposit amount plus accrued Interest, the Project Manager must refund the unused balance to the Tenant.
- If the **Managing Agent** fails to provide the list to the Tenant then the Tenant is entitled to a full refund of the Tenant's security deposit plus accrued interest.
- If a disagreement arises concerning the reimbursement of the security deposit to the Tenant, the Tenant has the right to present objections to the **Managing Agent** in an informal meeting.

The **Managing Agent** must keep a record of any disagreements and meetings in the Tenant file for a period of three (3) years for inspection by HUD Field Office or Contract Administrator. These procedures will not preclude the Tenant from exercising any rights under state and local law.

- If the security deposit is insufficient to reimburse the Owner for any unpaid or other amounts that the Tenant owes under the lease, the Owner may be able to claim reimbursement from the Tenant.
- Any reimbursement from HUD received by the Owner must be applied first toward any unpaid Tenant rent due under the lease. Additionally, no reimbursement may be claimed for unpaid rent for the period after termination of the tenancy.

25. UNIT TRANSFER POLICY

Residents will be placed on a transfer waiting list if they meet one of the following conditions:

1. Unit transfer is needed for medical reasons which are certified by doctor, or
2. Unit transfer is needed based on the need for an accessible unit, as certified by a physician or other medical professional, as a reasonable accommodation for persons with verified disabilities.
3. Current Residents who meet any of the qualifications above may be given priority over Applicants.
 - A. Residents requesting transfers for the above reasons will be placed on a transfer list.
 - B. Transfers should occur after the completion of the initial lease term and are limited to two (2) days: one to move out of the current apartment, and one to move into the new apartment.

- C. When a household transfers to a new apartment, Management will close out the existing deposit and deduct any charges. A new security deposit will be required at the time of transfer as per current program requirements.
- D. Depending upon the circumstances of the transfer, a Tenant may be obligated to pay all costs associated with the move.

26. UNIT INSPECTIONS

Before Move-In:

Before executing a lease, the **RH Coordinator** and Tenant must jointly inspect the unit. After the **RH Coordinator** conducts a unit inspection, the inspection form must indicate the condition of the unit. The condition of the unit must be decent, safe, sanitary and in good repair. If cleaning and repair is required, the Project Manager must specify on the inspection form the date by which the work will be completed. This date should not exceed thirty (30) days after the effective date of the lease.

Both the **RH Coordinator** and the Tenant must sign and date the inspection form. The inspection form must include the statement, "The unit is in decent, safe and sanitary condition". The Tenant has five (5) days to report any additional deficiencies to the Owner to be noted on the move-in inspection form.

The move-in inspection form must be made part of the lease, as an attachment to the lease.

Annual – During Tenancy

Every year within thirty (30) calendar days of the lease renewal, all Tenants or their authorized representatives are encouraged to accompany the Project Manager and the Assistant on the Annual inspection. This will help resolve any disagreements regarding damages to the unit. If no one is available and the Tenant is unable to participate then the inspection will still be conducted. The findings will be discussed and reviewed with the Tenant as soon as possible. If needed the **RH Coordinator** will review the findings directly with the Tenant.

At Move-Out

All Tenants or their authorized representatives are encouraged to accompany the **RH Coordinator** on the move-out inspection. This will help resolve any disagreements regarding damages to the unit. If no one is available and the Tenant is unable to participate, the **RH Coordinator** may do the inspection alone or with an accompanying staff. All keys must be turned in at the end of the move-out process. If no keys are returned a fee of \$150.00 will be assessed for each set not returned. No exceptions.

27. ANNUAL RECERTIFICATION REQUIREMENTS

The **RH Coordinator** will conduct Annual Recertifications for those Tenants who are in their first and second year of recertification. The Tenant must sign consent forms, and the **RH Coordinator** must obtain third-party Verification of the following items and document them in the Tenant file (or document why third-party verification was unavailable). (See HUD Handbook 4350.3 REV-1, Change 4, Chapter 5, Section 3, for more information about verification of income.)

Examples of information required:

- Social Security Benefits/Pension (Income)

- Bank Accounts/ Real Estate Property (Assets)
- In order to be recertified all Tenants must meet with the **RH Coordinator** and supply all information requested regarding his/her income, assets, and expenses.

All Tenants, after the third anniversary of their move-in date, shall be required to complete a Self-Certification with the **RH Coordinator** and are exempt from the Recertification process described above.

28. IMPLEMENTATION OF HOUSE RULE CHANGES

House rules are listed in the lease as an attachment and must be attached to the lease.

The **RH Coordinator** shall include a copy of the revised lease or addendum revising the existing lease agreement. A letter shall be included stating that the Tenant can either accept the modification or move, but that response is due within thirty (30) days.

The notice must be served by:

- Sending a letter, by first class mail properly stamped and addressed and including a return address, to the Tenant at the unit address;
- Delivering a copy of the notice to any adult person answering the door at the unit;
- If no adult answers the door, the person serving the notice may place it under or through the door or affix it to the door.
- Service of the notice is deemed effective once the notice has been both mailed and delivered.

29. VIOLENCE AGAINST WOMEN and Justice Department Reauthorization Act of 2005

(Public Law 109-162) Signed into law on January 5, 2006, by President Bush and on August 12, 2006, signed into law technical corrections to the VAWA (Public Law 109-271), hereafter referred to as VAWA – Pending Re-Authorization by the US Government..

This Law provides legal protections to victims of domestic violence, dating violence or stalking (see Back of page for definitions). These protections prohibit Owners and Management Agents (O/As) from evicting victims of domestic violence, dating violence or stalking. O/As may bifurcate a lease in order to evict or remove the offender, while allowing the victim, who is a Tenant or lawful occupant, to remain in the unit. It is possible for someone lawfully occupying the unit, who is also a victim, to be evicted or removed from the home.

However, if the victim commits separate criminal activity, a landlord may evict them for engaging in crime. Furthermore, if a victim poses “an actual and imminent threat to other Tenants or those employed at or providing service to the property,” they could be evicted, despite the VAWA. Of paramount consideration within the VAWA is that the landlord may not hold the victim to a more demanding standard than other Tenants.

DEFINITIONS

The following definitions are provided as assistance in understanding and implementing the VAWA protections. The definitions for domestic violence, dating violence, stalking and immediate family member have been incorporated into the United States Housing Act.

Domestic Violence includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Dating Violence means violence committed by a person: (A) who is or has been in a social relationship of a romantic or intimate nature with the victim, and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship, and (iii) the frequency of interaction between the persons involved in the relationship.

Stalking means (A)(i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or (ii) to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

Immediate Family Member means, with respect to a person: (a) a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or (B) any other person living in the household of that person and related to that person by blood or marriage.

Bifurcate means to divide a lease as a matter of law so that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

Signed:

Maureen Massanova-Burke

(Owner/Manager Runsen Associates, LP)

August 1, 2020

Originally Dated: _____

RUNSEN HOUSE SENIOR HOUSING

APPENDIX A

SECTION ONE – Property Data

Property Name: Runsen House

Property Location: 825 E. Clements Bridge Road
Runnemede, New Jersey 08078

Owner: Runsen Associates, LP

Managing Agent: Runsen Associates, Inc.

Number of Units: 81 units + 1 Superintendent Unit

Special Priorities: Section 8 – RAP Vouchers: X Yes No

SECTION TWO – Specific Tenant Selection Issues

Detailed below are priorities based on:

- LIHTC has been assigned to this property; therefore, all Applicants for tax credit units must meet tax credit eligibility first.
- Elderly Property; all Applicants must meet the definition of an elderly household to be eligible for occupancy. Verification of eligibility is required.
- Applicants must demonstrate the ability to afford and pay the basic rent.
- Applicants must demonstrate the ability to live independently.
- Applicants must meet the Tenant Selection Criteria.

SECTION THREE – LIHTC Income Limits

Based on HUD supplied averages for Camden County/Runnemede, New Jersey using 40/60% Rule.

As of April 1, 2020 the **Minimum 1 Person applicant Gross Annual Income** is \$20790.00 and **shall not** exceed \$40620.00 to qualify for tenancy

As of April 1, 2020, the **Minimum 2 Person applicant Gross Annual Income** is \$24600.00 and **shall not** exceed \$463800.00 to qualify for tenancy

RUNSEN HOUSE SENIOR HOUSING

SECTION FIVE– General Information

Applications may be requested as follows:

Telephone requests may be made to the onsite office phone number at **(856) 939-6564**.

Fax requests may be sent to Runsen House – **(856) 939-4090**.

E-Mail requests may be sent to Runsen House – runsenhouse@comcast.net

Website: Runsenhouse.com

Mailing address for application is: **Runsen Associates, Inc.
825 E. Clements Bridge Road – Suite 1
Runnemede, New Jersey 08078
Attention: Rental Agent**

