

# 219 Grand, LLC

## Tenant Selection Plan

Effective 8/24/16

### A. Right to Apply

No person shall be denied the right to apply for housing owned or managed by 219 Grand, LLC (the Agent). All applications must be completed in full and signed by the applicant. Incomplete applications received will not be processed until complete.

### B. Statement of Non Discrimination - Section 504 and Fair Housing Act

219 Grand, LLC.:

- complies with Section 504 of the Rehabilitation Act of 1973 and does not discriminate on the basis of disability in any program or activity. Compliance with the Fair Housing Act is evidenced by placement of required signage, logos, and statements on the premises and in all publications and documents.
- complies with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination on the basis of race, color, creed, religion, sex, gender identity, handicapped status, familial status, national origin, age, marital status, or sexual orientation in its programs and activities.
- does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities.
- allows individuals with disabilities have the right to request reasonable accommodations.
- does not Retaliate, coerce, intimidate, threaten or interfere with any person's exercise or enjoyment of any Fair Housing right or take action on account of a person's actions to aid or encourage any other person in the exercise or enjoyment of any Fair Housing right.

### C. Eligibility and Selection Criteria

*Eligibility for Tenancy:* To be considered for tenancy, applicants must submit a completed application and all relevant consent forms to agent. Agent must secure third party verification of the information needed to determine applicant's eligibility prior to approval for tenancy.

***Note: Program Eligibility does not constitute acceptance and further screening is required to determine applicant's ability to maintain successful tenancy.***

Eligibility shall be determined on the following basis:

1. Project-Specific Requirements: Units and/or properties designated for occupancy by a special needs population such as elderly or disabled may only be occupied by those households meeting the criteria.
2. Subsidy Program Requirements: Units and/or properties receiving federal or state housing subsidies or utilizing the Low Income Housing Tax Credit and/or HOME program may be occupied by those households meeting the criteria of the subsidy program.
3. Landlord Reference: Applicants are required each to provide to the manager a minimum of two years satisfactory references from the applicant's rental history, confirming that the applicant's account at such previous apartment is current and verifying that the applicant has no record of disturbance of neighbors, destruction of property, very poor housekeeping, bedbug infestation, illegal drug use or drug addiction, violence, or other problems relative to the applicant's ability or willingness to comply with the terms of the lease for such person's apartment.



- Applicants will not be denied for lack of rental history, but in lieu of rental history, must provide acceptable alternative documentation to be considered for occupancy. Acceptable documentation can be 2 years of good credit provided from applicant and/or credit report.
4. Credit: A credit check shall be conducted on all persons in the applicant household over the age of 18. Owner/Agent will prioritize recent credit activity over Non-recent credit activity. Any activity older than 5 years will not be considered a determination for tenancy.
- Lack of credit is not sufficient grounds for rejection but in lieu of good rental history, applicant must provide acceptable alternative documentation to be considered for occupancy. Good rental history can be considered in lieu of lack of credit.
  - Lack of credit and lack rental history will require a co-signor. Refer to the Co-signor policy.
- Exceptions for #4 & #5 above will be made for Special Needs clients referred by an approved supportive services provider if:
- Actively participating in the Special Needs care program as directed by the approved Supportive Services Agency serving the specific project and:
  - A positive Community Referral form has been completed on their behalf stating the following:
    - They are participating in transition programs available and/or required
    - They have good housekeeping habits
    - They demonstrate the ability to get along with others
    - They are able and willing to handle personal finances and budget, either on their own or with assistance.
    - Employed with enough monies to afford the rents per the following requirements, or have rental, public or other financial assistance.



Poor credit is defined as follows:

- Money still owed to previous landlords. This including, but not limited to judgments for damages, unpaid rent, and utilities.
- There may be no judgments against an applicant by a landlord or apartment company
- Un-Paid utilities (Gas & Electric), unless applicant can provide written proof from utility company that balance has been paid and can be placed in their name.
- More than 6 delinquent outstanding accounts with the exception to medical accounts.
- Bankruptcy or foreclosure within the past 4 years with exceptions for those who have fully adjudicated or successfully completed consumer credit counseling through an accredited credit counseling agency. Written proof of the completed course must be provided. There may be a fee associated with some agencies; however the applicant is not required to use an agency that assesses a fee.

## **D. Disapproval of Application**

An individual or household may be disapproved for occupancy for any reason related to such individual or household's ability or willingness to comply with the terms of the lease and applicable laws. In the event any application is denied, the applicant will be notified in writing by the manager as to the reasons why the application was denied.

Examples of application denial 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. Criminal History: A criminal background check will be conducted on all applicants over the age of 18.
  - Felony: Applicants with a felony within the last 10 years will be ineligible for tenancy.
  - Violent Behavior: Includes evidence within the last 10 years of acts of violence or of any other conduct, which would constitute a danger or disruption to the peaceful occupancy of neighbors.
  - 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.
  - Murder or Violent Crimes against others: All conviction will be deemed ineligible for tenancy.
  - Sex Offender Registry: All applicants will be deemed ineligible if listed on the sex offender registry.
  - Eviction or asked to vacate from housing.
  - Drug Charges: Applicants with any drug charges or convictions within the last 10 years will be ineligible for tenancy.
2. 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 either on or off the property in which you reside; which damages the equipment or premises in which the household has lived; which is disturbing or dangerous to neighbors or disrupt sound family and community life (with the exception of protections under the Violence Against Women's Act of 2005).
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, decisions 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. Poor Credit: As defined in section C-5.
5. Insufficient Income: Not meeting the income criteria in section C-2.
5. Unsatisfactory landlord reference: As defined in both sections C-4 and D-2 & 3.
6. Incomplete and/or falsified application.
7. Does not meet program eligibility as described in section C.

### **E. Cosigner Policy**

An applicant that has been denied tenancy due to lack of credit or lack of rental history may still be approved for tenancy with a sufficient cosigner. A credit check will be run on all persons cosigning for applicant. Charge for credit check will be applied accordingly to applicant. Listed below are the required for cosigning:

- All persons cosigning will be subject to a credit check at the expense of the applicant.
- Cosigner must show income being 60% of the gross rent of the project.
- No more than two delinquent accounts on credit report for approval. No out of state cosigners will be allowed.
- Cosigner will need to complete a cosigner application and provide agent with 2 most recent pay stubs. The Cosigner will be required to sign the tenant's lease.
- Cosigner/guarantor will only be used in cases where applicant has lack of credit or rental history.
- Cosigner/guarantor shall not be permitted for poor credit or poor rental history.

### **F. Waitlist Policy**

After initial occupancy of the development, a waiting list of eligible applicants will be maintained for each size unit. An applicant will be placed on such a waiting list in the chronological order in which he or she applied for a unit. As vacancies occur, applicants on the applicable waiting list for such vacant units will be notified and, if approved, will be accepted on a first-come, first-served basis, in accordance herewith and subject to the income limits set forth for the program for which they are applying for.

Waitlist Policies:

- Wait list shall be maintained in approved format and existing applicant interest updated twice annually.
- Applicants will be placed on waitlist in chronological order for the property(s) for which they are applying for.
- All applicants placed on the waitlist will include: Name, Date/Time, Phone Number, Address, Unit type required.
- All waitlist applicants will be notified when units come available that meet specified criteria they are eligible for. This notification will be done in writing allowing 10 business days to respond. If no response or letter is returned then applicant will be removed from waitlist.
- Persons with disabilities may be accepted for units equipped for disabilities prior to individuals without requesting additional accommodations.
- If an applicant is removed from the waiting list and subsequently the owner determines that an error was made in removing the applicant the applicant must be reinstated at the original place on the waiting list at the original place on the waiting list.



- During time of dispute units will be leased to next available qualified applicant. If dispute is over turned and units are not available applicant can be placed back on the waitlist for next available unit. All disputes will be addressed within 10 days of receiving letter from applicant. At any time applicant can re-Apply for tenancy.

## **G. Grievances**

All disputes concerning ineligibility for tenancy must be submitted in writing within 14 days of receiving letter of denial from agent. All disputes can be mailed to:

Director of Property Management  
219 Grand Ave, LLC  
350 East Locust Street #500  
Des Moines, IA 50309

