

# TENANT SELECTION PLAN

## Section 8 and 236 Programs

Emmett Apartments

**DEVELOPMENT NAME**

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2614 North Emmett Street

**DEVELOPMENT ADDRESS**

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Revised: January 17, 2020

DATE OF LEASE	TERM OF LEASE		MONTHLY RENT	SECURITY DEPOSIT
	BEGINNING	ENDING		

LESSEE

LESSOR

NAME:

IDENTIFICATION OF OWNER AND AGENTS

APT. NO.

Owner or Authorized Management Agent:

ADDRESS OF PREMISES:

NAME

2550 W. NORTH AVENUE

ADDRESS

CHICAGO, IL

(773)278-5669

CITY/STATE/ZIP

TELEPHONE NUMBER

STATE: IL      ZIP: 60647

Updated Chicago Residential Landlord and Tenant Ordinance  
Summary and Interest Rate Summary are attached.

Person Authorized to Act on Behalf of Owner for Purpose of  
Service of Process and Receipting for Notices:

NOTICE OF CONDITIONS AFFECTING HABITABILITY

I hereby acknowledge that Lessor has disclosed any code violations, code enforcement litigation and / or compliance board proceedings during the previous 12 months for the apartment and common area and any notice of intent to terminate utility service, copies of which, if any, are attached to this Lease.

BICKERDIKE APARTMENTS LLC

NAME

2546 W. NORTH AVENUE

ADDRESS

CHICAGO, IL 60647

(773)227-6332

CITY/STATE/ZIP

TELEPHONE NUMBER

In consideration of the mutual agreements and covenants herein stated, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, for a private dwelling, the Apartment designated above, together with the fixtures and appliances belonging thereto, for the above Term.

ADDITIONAL COVENANTS AND AGREEMENTS (if any).

TENANT PAYS GAS AND ELECTRICAL SERVICES

If a security deposit has been received by the lessor, it has or will be deposited in the following federally insured financial institution located in Illinois:

US BANK

NAME OF FINANCIAL INSTITUTION

745 N. MILWAUKEE AVE

CHICAGO

ILLINOIS

60622

STREET ADDRESS

CITY

STATE

ZIP

LESSEE

LESSOR

(SEAL)

(SEAL)

(SEAL)

(SEAL)

LEASE COVENANTS AND AGREEMENTS

**1. RENT:** Lessee shall pay to the Lessor or Lessor's agent the monthly rent set forth above on or before the first day of each and every month in advance at Lessor's address stated above or such other address as Lessor may designate in writing. The time of each and every payment of rent is of the essence of the Lease.

**2. LATE CHARGES:** The monthly rent shall be increased \$10.00 per month for the first \$500.00 in monthly rent plus five (5%) percent per month for any amount in excess of \$500.00 in monthly rent if paid after the fifth of the month. Rent shall be considered received, if mailed, on the date of receipt.

**3. SECURITY DEPOSIT:** If lessee has deposited with Lessor a security deposit as set forth above; it shall be retained by Lessor to ensure that Lessee shall fully perform each and every term and obligation provided in this Lease. If Lessee fully performs each and every term and obligation provided in this lease and pays all sums due to Lessor, then Lessor, after the Lessee has surrendered possession of the premises and has delivered the keys thereto, shall refund said deposit to Lessee, including interest payable at the rate in effect in the year the lease was entered and as provided by law. If Lessee has failed to perform or comply with any of the provisions in this Lease, then Lessor shall deduct any damages from the security deposit. The security deposit shall not be treated as an advance payment of rent, and Lessee may not apply the security deposit as rent.

**4. POSSESSION:** If Lessor cannot give Lessee possession on the date fixed for commencement of the term, the rent shall be abated until such time as the premises are available for Lessee's occupancy, or Lessee may upon written notice terminate the Lease.

**5. APPLICATION:** The Lessee's application and all the representations contained therein are incorporated as a part of this Lease. Lessee warrants that all the information contained in the application is true, and that if any of said information is false, Lessor may terminate this Lease. Lessee further warrants that only Lessee and the people listed as occupants on the application will reside in the premises.

**6. CONDITION OF THE PREMISES:** Lessee has examined the premises prior to accepting same and prior to the execution of this Lease, and Lessee is satisfied with the physical condition thereof, including but not limited to the heating, plumbing and smoke detectors and taking possession or renewal of this lease upon its expiration shall be conclusive evidence of Lessee's receipt thereof in good order and repair. No promises as to condition or repair have been made by Lessor or his agent which are not herein expressed, and no promises to decorate, repair or modify the premises, which are not contained herein, have been made by Lessor or his agent.

**7. LESSEE TO MAINTAIN:** Lessee shall keep the premises and the fixtures and appliances therein in a clean, slightly and healthy condition, and in good repair, and in accordance with any and all ordinances in such cases made and provided, at Lessee's own expense, and upon the termination of this lease, for any reason, shall yield and return the same back to Lessor in as good condition of cleanliness and repair as at the date of the execution hereof, reasonable wear and tear excepted. Lessee shall make all necessary repairs to the premises whenever damage to the same has occurred or repairs are required due to Lessee's conduct or neglect, and shall replace all broken glass and fixtures. Upon Lessee vacating the premises, if the premises are not in good repair and in a clean, slightly and healthy condition, Lessor

or his agents may replace the premises in the same condition of repair, sightliness and cleanliness as existed at the date of execution of this Lease; Lessee agrees to pay Lessor for all expenses incurred by Lessor in replacing the premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect to occur to the water, gas, utilities, or any other portion of the premises.

**8. USE OF PREMISES:** The premises shall be occupied solely for residential purposes by Lessee and those persons listed in the Application for the Lease. Neither Lessee nor any other persons residing with or visiting Lessee shall have been convicted of a crime relating to illegal sexual conduct nor shall suffer, perform, or permit any act or practice that may damage the reputation of the building or be injurious to the building or the operation thereof, or be disturbing to other tenants, be illegal, immoral, or increase the rate of insurance on the building. Neither Lessee nor any occupant nor any guest of Lessee shall engage in any criminal activity including drug related activity on or near the premises nor shall they engage in any acts of violence or threats of violence or interfere with the health, safety or rights of other residents, employees or agents of Lessor, or persons in the immediate vicinity of the premises. Lessee shall be responsible for the conduct of all occupants and persons visiting the Lessees unit.

**9. SUBLET OR ASSIGNMENT:** Lessee shall not sublet the premises or any part thereof, nor assign this Lease, without, in each case, prior written consent of Lessor which consent shall not be unreasonably withheld. Lessor shall accept a reasonable sublease as provided by ordinance.

**10. NO ALTERATIONS:** Lessee shall not make any alterations to the premises nor install any appliances, locks or other equipment of any kind without the prior written consent of Lessor.

**11. ACCESS:** Lessee shall not unreasonably withhold consent to the Lessor to enter the apartment at reasonable times for reasonable purposes as provided by statute or Ordinance.

**12. HEAT AND WATER:** Lessor shall furnish hot and cold water and if heating is under the control of the Lessor, shall also furnish heat in reasonable amounts at reasonable hours as provided by statute or Ordinance except when prevented by causes beyond Lessor's control or when the water and heating system are being repaired. Lessee shall at all times maintain the temperature at a minimum of 45 degrees and shall be responsible for all damages resulting from the failure to do so.

**13. RIGHT TO RELET:** If Lessee shall remove a substantial portion of his personal property or otherwise abandon or vacate the premises, the Lessor may immediately re-let the premises as provided by Ordinance; or if the premises become vacant by reason of Lessee's breach, or if this Lease has been terminated by reason of Lessee's breach, or if Lessee has been evicted, Lessor may re-let the premises, and Lessee shall be liable and pay for the expenses of reletting and losses to the end of the term or as provided by Ordinance. Tenant's obligation to pay rent during the term or any extension thereof shall continue and shall not be waived, released or terminated by the service of a five-day notice, demand for possession, notice of termination of tenancy, the filing of a forcible entry and detainer action, or judgement for possession, or any other act resulting in the termination of Lessee's right of possession.



# Welcome to Bickerdike Apartments

## Resident Handbook of House Rules

Adopted: May 21, 2019

# Bickerdike Apartments

2546 West North Avenue / Chicago, Illinois 60647  
773 227 6332 phone / 773 227 6371 fax



## SPECIAL NEEDS PETS RULES AND REGULATIONS

Date: \_\_\_\_\_ Unit Address: \_\_\_\_\_

Name: \_\_\_\_\_

Beginning Date: \_\_\_\_\_ Ending Date: \_\_\_\_\_

Pets such as dogs or cats are not allowed. Residents may have small pets such as birds, gerbils, hamsters, fish, or rabbits, which are permitted only if they are kept in a cage and properly cared for. Resident will be charged for any damages their pets do to the apartment, common areas, and grounds.

Property Management must review all requests from tenants with special needs for reasonable accommodations, including requests for a special needs animal accommodation. Management will require third party certification of the tenant's disability. Management will require third party verification of the tenant's need for a special needs animal from a licensed care provider. While Management requires third party proof of the tenant's disability and their need for accommodation, Management will not require the tenant to provide information about the nature or severity of the disability.

A special needs animal must be a size which the pet owner or responsible individual may comfortably carry, no larger than 20 pounds maximum weight and does not exceed a maximal height of 15 inches measured from the ground to the shoulder at full maturity. Actual height and weight of the animal shall be subject to verification by the staff

1. The above named tenant hereby agrees to the rules and regulations permitting a special needs animal.
2. The rules and regulations set forth herein are in accordance with Federal Rules and Regulations governing service animals for disabled individuals who require the assistance of an animal because of their disability.
3. All rules and regulations of The City of Chicago Animal Control Ordinance are applicable. All rules and regulations of the 510 ILCS/5 Illinois Animal Control Act are also applicable.
4. The tenant agrees that only the animal named herein will occupy the above-designated unit. No additional or different pet will be authorized to occupy the

unit. All special needs animals must be viewed, approved, and registered by and with Management prior to the execution of this agreement.

5. The tenant may have only one special needs animal at any given time.
6. The tenant must provide Management with proof of municipal registration, rabies and distemper inoculations and a statement from a licensed veterinarian verifying that the animal has been neutered or spayed.
7. The owner of any cat or dog six months or older must have the animal vaccinated against rabies by a licensed veterinarian. This vaccination prevents the spread of rabies and protects the animal and the public. Evidence of the vaccination must also be provided to Management.
8. The owner of any dog four months of age or older must have a license for the dog. Licenses expire each year and must be renewed prior to expiration. Animals must wear license tags at all times.
9. The tenant agrees, that the special needs animal will be kept inside the unit at all times except when on a leash and accompanied by and under the control of a responsible adult. No leash can be longer than five (5) feet. Pets are restricted to areas designated by Management. No special needs animal shall be left unattended in common areas, including porches, yards and hallways.
10. In the event that there is no specified pet walk/exercise area, the tenant agrees to walk their special needs animal off the property.
11. The tenant shall be responsible for the removal and sanitary disposition of any excreta deposited by the special needs animal. When accompanying the animal outside the unit, the tenant must have on his/her person suitable means for the removal of such excreta. Cat litter boxes must be cleaned twice weekly. All animal waste must be in plastic bag securely sealed before disposal. Any tenant not complying with this regulation will be charged a waste removal fee in the amount of \$50.00 per occurrence. Three occurrences will constitute violation of this agreement.
12. Whereas a special needs animal is required as a reasonable accommodation, the animal cannot be a nuisance, creating "a substantial interference with the comfort, safety or enjoyment of the management staff and tenants in the building. An accommodation need not satisfy the particular preference of the disabled person in order to be held reasonable, and the offer of a "safe and gentle" dog breed is a reasonable accommodation under the Fair Housing Act.
13. The tenant agrees that if the animal becomes annoying, bothersome or a health and/or safety hazard, causes odor, or in any is a nuisance to other residents, to the development's operations, or to neighboring property or owner, the tenant will receive a written notice of infractions.



14. The tenant understands that any violation of the rule will result in that tenant being notified of the violation and will be required to immediately correct any and all infractions. The tenant may request a meeting with management to discuss the infractions within ten days of receiving a notification of violation.
15. For the purpose of these guidelines, annoying, bothersome, nuisance, are defined in part, but not limited to: continuous barking; destruction of development or personal property; depositing of excreta in unauthorized locations; failure to remove excreta; failure to clean litter boxes and unleashed animals.
16. No dog or cat may be left unattended for a period in excess of fourteen (14) hours. Pets left unattended for a period in excess of fourteen hours may be removed from the unit by Management and placed in a licensed animal care facility. All expenses incurred in placing an unattended animal in an animal care facility will be charged to the tenant.
17. The tenant designates the name of the following family member or responsible adult to take responsibility of the animal should the tenant become incapacitated.

Name of responsible adult \_\_\_\_\_

Address \_\_\_\_\_

Telephone (Home) \_\_\_\_\_ (Other) \_\_\_\_\_

18. In the event that the tenant becomes incapacitated, is hospitalized, or placed in a short term nursing care facility and no other provision have been made for the animal by the above named person, the fourteen hour limit rule will apply.
19. Management assumes no responsibility for loss or injury to an animal.
20. The tenant is solely responsible for any and all damages to the unit, the building, or the property caused in whole or in part by the tenants animal.
21. In addition to other inspections provided under the lease, management may, after notice, enter and inspect premises of the unit containing animals.
22. In cases of emergencies, where in Management's opinion, the animal has become vicious, displays symptoms or severe illness, or demonstrates other behavior that constitutes an immediate threat to the safety of other tenants; Management may enter the premises, without prior notice in accordance with local and state laws, and remove the animal with the proper authority.
23. It shall be the duty and responsibility of the owner of any animal which has bitten another animal or person to immediately notify Management and the Commission on Animal Care and Control of such a bite. The owner must surrender that animal to an Animal Control Center within 24 hours after the

animal has bitten any other animal of a person or to have the animal impounded by other authorized agency.

24. This agreement is valid only for the below described animal and only for the term specified on the first page. This agreement must be renewed upon expiration with the resubmission of all required documents. Should the required documents expire prior to the expiration of this agreement, the tenant is required to provide Management with proof that renewal has been made. Failure to provide this information is cause to terminate this agreement and may cause action to be initiated to remove the animal from the unit.

**25. DESCRIPTION OF SERVICE ANIMAL**

**TYPE OF ANIMAL** \_\_\_\_\_

**BREED** \_\_\_\_\_

**COLOR** \_\_\_\_\_ **HEIGHT** \_\_\_\_\_ **WEIGHT** \_\_\_\_\_

**RABIES CERTIFICATE #** \_\_\_\_\_

**RABIES CERTIFICATE EXPIRATION DATE** \_\_\_\_\_

**MUNICIPAL REGISTRATION#** \_\_\_\_\_

**MUNICIPAL REGISTRATION EXPIRATION DATE** \_\_\_\_\_

**NAME OF ANIMAL** \_\_\_\_\_

26. By Affixing Signature hereto, the tenant stipulates that they have read and understand the Rules and Regulations set forth herein. The tenant also acknowledges that this agreement will be considered null and void if any part of this agreement is not followed.

\_\_\_\_\_  
**Tenant Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Managing Agent Signature**

\_\_\_\_\_  
**Date**

## WELCOME TO BICKERDIKE APARTMENTS!

Dear Resident,

Welcome to Bickerdike Apartments and to your new home! We are pleased to be able to offer you quality affordable housing and the opportunity to maximize on your goals for your own and your family's future.

A key part of Bickerdike Redevelopment Corporation's mission is the development of our communities by and for the benefit of our communities' residents. Since 1967, with the broad participation of neighborhood residents we have developed over 1,000 units of quality housing which is affordable to local families. We provide property management services with broad participation of residents like yourself for all of the rental and cooperative housing we have developed through our subsidiary Bickerdike Apartments.

We invite you to be an active part of keeping Bickerdike housing accessible and affordable and in top quality condition. Your participation starts with keeping your own home in good condition, ensuring good lines of communication with the property management office and being a good neighbor. We will try to do our best in all aspects of working with you.

Bickerdike has many opportunities for residents to be involved in the management of our housing, important community issues and enhancing family and community quality of life through one of our committees. One such body, the Bickerdike Residents Council, and its subcommittees, is comprised of individuals who have been elected or appointed by other residents to represent the priorities and interests of the larger resident body. They meet regularly with property management, produce the resident newsletter, and coordinate gardening efforts, and plan fun events and outings open to all residents. We hope you will find their many endeavors engaging.

This House Rules Handbook is meant to provide you with an overview of the rules and policies which govern our housing. **We suggest you read through it and familiarize yourself with its contents and that you keep it handy as a reference.** Thanks in advance for helping keep Bickerdike's award winning housing one of our communities' prized assets.

Yours truly,

Joy Aruguete  
Chief Executive Officer  
Bickerdike Redevelopment Corporation



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## **1. PROPERTY MANAGEMENT OFFICE ADDRESS and BUSINESS HOURS**

Bickerdike Apartments  
2556 W. North Ave.  
Chicago, IL 60647  
Telephone: 773-227-6332  
Fax: 773-227-6371  
Website: [www.bickerdike.org](http://www.bickerdike.org)

The regular business hours of the property management office are Monday through Friday from 9:00am to 5:00pm. A 24 hour answering service answers calls at all other times and will refer emergencies to appropriate property management personnel.

## **2. RENT AND OTHER PAYMENTS**

Rent is due and payable on the 1<sup>st</sup> day of each month. All checks and money orders should be made payable to Bickerdike Apartments. Property Management staff are not allowed to complete blank money orders or checks. Therefore, all money orders and checks should be completely filled in, including the name and address of the resident the payment is intended for.

Rent can be paid in the property management office during normal business hours. Payments can also be mailed to us at the office address but should be mailed enough in advance to allow ample time for us to receive payment by the 1<sup>st</sup> day of the month. Receipts will be provided upon request.

Payments received through the U.S. mail or after hours in our overnight slot will be sent a receipt via U.S mail.

A notice for non-payment of rent will be served if rent is not received by close of business on the 5<sup>th</sup> day of the month or the next business day if the 5<sup>th</sup> falls on a weekend. The notice will indicate how much the resident owes for rent and the date the amount must be paid. If payment is not received by the date indicated in the notice, management will send the notice to our attorney for processing in the court.

## **3. LATE PAYMENTS, RETURNED CHECKS AND NON PAYMENT**

If rent payment is not received by close of business on the 5<sup>th</sup> day of the month (or the next business day if the 5<sup>th</sup> falls on a weekend), a late fee will be charged in accordance with your lease and to the extent permitted by law.

An NSF (non sufficient funds/bounced) check fee equal to the amount the Bank charges us for returned checks will be charged for all NSF checks. Two NSF checks will result in the resident being required to pay rent in the form of a money order or cashier's check for the

remainder of their tenancy. A resident whose check is returned NSF will receive the NSF check back, receive a notice for non-payment of rent and the appropriate late fee will be assessed. **Payment to cover a bounced check must be in the form of a money order.**

If a resident fails to pay the rent due after the service and expiration of a non-payment notice, and our attorney subsequently files a lawsuit to recover possession of the resident's unit, the resident will be required to pay the total amount of rent owed plus all court costs and fees incurred to the fullest extent permitted by law, should management decide, in its sole discretion, to reinstate the tenancy and dismiss the court case.

#### **4. MAINTENANCE AND REPAIRS**

Bickerdike wishes to ensure that all units are well maintained for residents and we need your assistance in this process.

Residents shall maintain their apartments and its appliances in a clean and safe condition. Residents shall also keep common areas, green spaces and parking areas free from litter and debris. Residents may keep lawn furniture on porches and patios; however, they may not store tires, car parts, appliances, indoor furniture, newspapers, etc., on porches or patios.

##### Filing a Work Order

When maintenance or repair work is needed, residents should contact the management office to file a work order. The work order will be forwarded to our maintenance department, who will address the work order within a timely fashion.. Please do not make requests of maintenance or management personnel who happen to be in or around your building.

If you have an emergency repair after hours, please see Section 7 *Emergencies*.

The maintenance and janitorial staff of Bickerdike Apts. do not install air conditioners or ceiling fans. Additionally, they do not make repairs to personal appliances.

##### Access to Your Unit

All Maintenance personnel are properly identified with Bickerdike photo identification badges. Do not let anyone into your home if he/she is not wearing a Bickerdike identification badge. If someone does try to enter your home without the proper identification badge, we recommend that you do not let that person in and that you call the office immediately.

It is the residents' responsibility to see that maintenance has access to your home to complete work order repair(s). Appointments are made on an as needed basis, otherwise maintenance personnel will be assigned work orders according to priority and date the work order was filed.

If maintenance personnel come to your apartment to complete a work order and no one is home, they will not enter the unit unless specific arrangements have been made or it is in conjunction with an inspection and/or emergency. They will leave a notice on the door with the date and time maintenance personnel attempted to complete the repairs. You must call the office and schedule a new time for maintenance to return to complete the repairs. Failure to provide access to management to correct needed repairs may be considered material non compliance with your lease and may be grounds for termination of your tenancy.

#### Completed Work

When the repair work is complete, the maintenance person will ask you to sign a work order. If you are not satisfied with the work, do not sign the work order. Contact the property manager for your property and he/she will determine what the next course of action should be. In the event you are not at home when the work in your apartment is completed, a maintenance service tag will be left in your apartment or on the door. If you are not satisfied with the work, call the office and speak with the property manager regarding the problem.

#### Failure to File a Work Order

If you fail to file a work order for repairs and the problem causes damage to your apartment or another apartment, you will be billed the cost of the repairs plus the cost of labor. Payment is due within 30 days of notification. Failure to pay for the cost of the repairs is cause for termination of your lease.

#### Windows and Screens

Screens must be kept in the windows at all times. Torn window screens will be repaired by management regardless of whether the resident has requested the repairs. Residents will be billed if screens are torn due to carelessness or abuse.

Residents who have missing screens should place a work order for missing screen replacement.

### **5. EMERGENCIES**

If an emergency repair is needed during regular work hours, the emergency work order should be filed with the management office. If an emergency repair is required after regular work hours, the property management office number should be called and the 24 hour answering service will contact the designated staff person who will contact you to acknowledge that your call was received.

Repairs classified as emergencies will be handled within 24 hours. The following items are considered emergencies:

- Water pouring onto the floor that cannot be stopped
- Clogged toilet (if only one toilet in the apartment)
- No electricity (after checking circuit breakers where applicable)
- No heat (winter months only) after adjusting thermostat
- Gas leaks (People's Gas should be called first)
- Lock out (resident will be billed)
- Carbon monoxide detector goes off – call the Fire Department then call the management office.
- Broken windows and/or doors because of a break-in (police report required)
- Fire, call 911 first then call the office

In the event of loud music or noise after hours please call **911, do not call the office.**

If the loud music or noise is an ongoing problem, please contact the Property Manager at the management office during regular office hours.

Where applicable, malfunctioning central air conditioning systems are not considered an emergency. Work orders requested for air conditioning problems will be treated as a routine work order.

#### Access to your Unit

In the event of a maintenance emergency, if you are not home, maintenance personnel will enter your unit to address the situation upon receiving authorization from a Maintenance supervisor and they will leave a notice indicating that they were there.

### **6. ANNUAL and GOVERNMENT/FUNDER INSPECTIONS**

Apartments are inspected to ensure that quality housing standards are being met. The office will notify you in advance and coordinate all inspections regardless of the type of inspection. All Bickerdike employees wear photo identification badges. If someone attempts to enter your unit who is not properly identified with an identification badge, we strongly recommend that you do not let them in and that you call the office immediately.

#### Annual Inspections

Management shall conduct an annual inspection of each apartment. These inspections normally take place in coordination with the annual lease renewal process. Annual inspections are conducted to assess housekeeping issues, damages and any repairs which may be needed in the unit.

Significant housekeeping problems or a high amount of tenant damage to the unit, will result in a failed inspection. The resident will be notified in writing and will be scheduled for another inspection approximately 10 days from the initial inspection. If continued problems in the apartment with housekeeping or tenant abuse are found, management may take steps to terminate the residents lease.

## Government and Funder Inspections

All properties have utilized a variety of government financing sources to help make them affordable for residents. Many of these sources have their own requirements and conduct their own inspections. These inspections are **MANDATORY**. Residents will be notified in advance about these inspections and are required to allow inspection of their unit by these agencies. If a resident cannot be at home for one of these inspections, management will enter the unit to allow the inspection to occur.

We are required to comply with the rules and regulations set by these financing agencies in order for us to keep each unit as quality affordable housing in our community. Additionally, for Section 8 units, if the standards are not met and the inspection is failed, the subsidy provided on behalf of the resident may be terminated by HUD or the CHA.

**There are some simple but important things you can do to assure your unit and building pass these governmental inspections:**

- ✓ Make sure all smoke detectors in your unit are in working order. Do not take batteries out of smoke detectors and if you do make sure you replace them immediately. This is considered an “exigent health and safety item” if it is not properly working.
- ✓ Make sure all the burners work on your stove and oven. Inspection points are taken off for every burner that does not work. Regular cleaning will prevent clogging. If they are clogged, try using a toothpick or paperclip to clean them or contact the management office who will clean them for a fee.
- ✓ Keep your unit and interior stairwells and porches cleaned up. Inspection points are taken away for things like splattered cooking oil on the walls, blocked fire escapes, garbage on porches, etc.
- ✓ Report all broken windows to management and we will replace them. Inspection points are taken away for every broken and/or cracked window, even if it is a small crack, or it was broken during the inspection.
- ✓ Remove any metal gates on any doors. This is considered a safety hazard.
- ✓ Report any refrigerator gasket (the rubber lining around the refrigerator door) which is not in good condition or has pulled away from the door.
- ✓ Make sure there is no furniture in front of windows or window air conditioning units installed in rooms that only have one window, since this is considered a safety hazard.
- ✓ Report anything to the Management Office that you think needs repair prior to the inspection such as broken outlet cover plates, any window that does not open etc.
- ✓ Furnace rooms should never be used as a storage area. Flammable items of any kind should never be placed in the furnace room; this is a fire and safety hazard.

## **7. LOCKS AND KEYS**



Residents receive 2 sets of keys to your apartment on the day that you move in. You may not duplicate these keys. If you need additional keys or if you lose your keys, you may put in a work order at the management office. The charge for each extra key is \$10.00.

## **8. LOCKOUTS**

In the event of a lock out, the head of household should contact the Management office during normal business hours. To gain access to the unit, the individual must:

- ✓ Be listed on the Lease or applicable HUD form; and
- ✓ Have a Picture I.D.

If the head of household wishes to authorize management to let in other members of the household in the event of a lock out, he or she must do so in advance in writing. The lockout fee during business hours is \$50.00.

If you are locked out after normal business hours, the head of household must call the answering service who will forward the message to maintenance personnel. The after normal business hours lockout fee is \$75.00.

Resident's who request lock out service more than three (3) times in a given year will be charged a \$100.00 fee for each additional lock out service. The management office will notify you of the lock out charges, which you will have 30 days to pay in full.

Please be advised that once staff has been dispatched for a lock-out, the fee will be charged.

Lock-out services are not available during the hours of 12am – 7am.

## **9. CHANGING LOCKS**

All lock changes shall be done by management. If you wish to have your locks changed, you should call the management office and file a work order. Locks will only be changed during normal business hours and shall not be treated as emergency work orders. Residents requesting a change of locks will be billed at the going rate charged by local locksmiths for labor and materials, plus the cost of any additional keys requested. Residents may not request to have their locks changed if they have not paid for a previous change of locks or have outstanding balances.

Residents may not change or rekey the locks and may not install additional locks. Residents who alter the locks are in violation of their lease and may constitute cause for lease termination.

## **10. PAYMENT FOR DAMAGES AND FEES**

Residents will be billed for damage to your unit which is caused by household members, or guests. Management does recognize that items such as appliances, plumbing, etc. need repairs due to normal wear and tear and residents will not be charged for this type of work.

Normal charges for resident/guest caused damages will be billed based on the current “list of charges” or the total charges from any outside contractor. Residents are expected to pay for all damage charges within 30 days of receipt of management’s bill for the damages. Failure to pay for damages is considered material non compliance with your lease and maybe cause for termination of your lease.

## **11. UTILITIES**

You are responsible for turning on and paying for your own utilities and your utilities must be kept on. Utilities are required to be in the name of a Household member’s name 18 years of age or older.

We encourage that all residents and household members practice energy conservation whenever possible. And, consider winterizing your home to bring down winter heating cost.

### **Utilities Shut Offs**

It is your responsibility to ensure your utility bills are paid and in the event of a shut off, that service is restored.

You must be at home to have your utilities restored. The gas company requires that they have access to your apartment and the meter room to reconnect service. If they do not have access they will not restore your service. Access to basements is not considered an emergency call and technicians who restore service do not have meter room keys. Please make an appointment with the utility companies during normal business hours for service restoration and contact the management office for access to the meter room.

Utility shut offs are considered material non compliance with your lease and cause for termination of your tenancy. In addition, please be aware that gas shut offs in winter may result in bursting pipes and residents will be responsible for all related damages and clean up costs.

## **12. KEYS TO UTILITY METER ROOMS**

Peoples Gas, Com Ed and the City of Chicago Department of Water meter reading personnel do not have keys to the building meter rooms to allow them to read the meters. If a meter reader asks for a key please contact the management office – we will send a maintenance person to open the door.

## **13. COMMON AREAS**

All the properties have common areas which may include parkways, lobbies, stairwells, yards (front and/or back), parking lots and back porches. It is the responsibility of all the residents to ensure that their household members and their guests keep these areas free of debris. Loitering is not allowed in any common areas. NO alcoholic beverages of any kind are allowed in any common areas.

No smoking is allowed within 15 feet of any building entrance. Many of our buildings are deemed smoke-free and no smoking is allowed in the units, common areas or grounds. **Please confirm smoking restrictions with your Property Manager.**

#### **14. SMOKE FREE**

**As of January 1, 2020, all Bickerdike Apartments' units will be completely smoke-free and no smoking will be allowed in the units, common areas or grounds.**

For purposes of this policy, "smoke" and/or "smoking" includes, but is not limited to smoking, burning, inhaling, or exhaling of any kind of electronic cigarette ("e-cigarette"), vaporizer ("vape") pen, lighted pipe, cigar, cigarette, hookah, marijuana, herbs, and/or any other lighted or electronic smoking equipment.

#### **15. PARKING LOTS**

For properties that have parking lots, these lots are only for use by the residents that live in the building or townhouse and have a valid parking sticker. Only one (1) vehicle sticker is allowed per household. The vehicle must be properly registered to a household member. Residents will be required to provide proof of registration and valid auto insurance. No oversized vehicles are permitted on the lot. Vehicles that do not display a valid and properly affixed Bickerdike parking sticker will be towed at the owner's expense.

In general, there are no assigned parking spaces. Accessible parking may be assigned as needed and if available. All parking in the lot is at your own risk. Bickerdike assumes no liability for loss and/or damage to vehicles parked in any Bickerdike parking lot. Car repairs, car washing and loitering are not allowed in any of the parking lots.

#### **16. REFRIGERATORS AND STOVES**

Each apartment comes with a stove and refrigerator. You may not bring in your own appliances and you may not store appliances in the building. You are responsible for keeping the appliances clean and for reporting any problems or damages to the appliances.

Failure to keep the appliances clean may cause them to malfunction. For instance, built up grease on the stove burners clogs the burners and they will not light. Dirt and food stuck to the refrigerator door gasket may cause the gasket to stop sealing the door. Food particles on the bottom of the refrigerator may cause the refrigerator to not drain.

Management strongly recommends that you thoroughly clean your appliances at least monthly.

Appliance malfunctions due to resident failure to keep the appliance(s) clean will result in the resident being charged for any necessary repair costs.

## **17. WINDOW AIR CONDITIONERS**

All tenant supplied air conditioning units must be approved by management prior to installation because certain types of units are too large for the building electrical system. Please contact the management office to inquire about the size a/c unit allowed for your apartment.

Window air conditioning units may not be installed in bedrooms where there is only one window since this is considered to be a safety hazard by HUD, limiting egress from that unit. The maintenance/janitorial staff do not install window air conditioners.

## **18. BATHROOM OUTLET & KITCHEN OUTLETS**

The electrical outlet in your bathroom has a safety feature called a ground fault interrupter. This safety feature ensures that if, for instance, an electrical appliance such as a curling iron or a blow dryer falls into a sink with water, the electric current to this outlet will automatically shut off to avoid a possible shock and/or electrocution. To reset this outlet, unplug the appliance and press the reset button in the outlet. If this does not solve the problem, call the office (immediately) to request assistance.

## **19. FURNACE ROOMS**

Most apartments have their own furnace units which are located inside the apartment in a vented closet. Do not store items of any kind in this closet. Do not store any flammable substances or materials of any kind in this room since this creates a significant fire and safety hazard.

## **20. LAUNDRY ROOMS**

There are several types of laundry facilities depending on the type of building you live in. The types of laundry rooms are: 1) apartment buildings with on-site laundry rooms located in the building, 2) apartments with washer and dryer hook ups (only) in the apartments, and 3) apartments with in-unit stackable laundry appliances. Regardless of what type of laundry facility, lint traps should be kept cleaned for optimal functioning and to avoid damage to the unit.

Apartment buildings with on site shared laundry rooms:

- No in unit washers and/or dryers are allowed
- Management reserves the right to close resident access to shared laundry rooms where persistent problems exist

- Washer and Dryer cards are available in management office. Funds must be added to cards in the management office.
- There are rules governing the laundry rooms.

Apartment units with washer and dryer hookups (only):

- If desired, residents may supply their own washer and dryer units
- Only appropriate type washer and dryer units may be installed
- Some apartments require side by side units and some require stackable units—if you are unsure ask the management office
- All resident owned washer and dryer units must be professionally installed
- Plastic pans must be installed under all washer units
- Damages due to over flow or other malfunction shall be the responsibility of the resident

Apartments with in-unit stackable laundry appliances

- These units are apartment size washer and dryer appliances – do not overfill as this may damage the appliance.
- Malfunctioning washer and/or dryer units should be reported to the management office so that a work order is filed and shall not constitute an emergency

Residents may not hang wet laundry in backyards, porches, on fences or out of the windows.

## **21. SMOKE DETECTORS**

A smoke detector is located near the bedrooms of each apartment. Most smoke detectors in apartments are “hardwired”. While this means that they do not need a battery to operate, many units do contain a back up battery in case of electrical failure. You should test your smoke detector regularly. To do so hold in the test button for a few seconds and if the smoke detector is working, you will hear a beeping noise.

If there is a fire, or excessive smoke in the unit, the smoke detector will make a long continuous beep. If a smoke detector goes off while you are cooking, open a window or a door to let the smoke out. If a smoke detector is not working, report this to the management office as soon as possible.

**NEVER DISCONNECT YOUR SMOKE DETECTOR AND NEVER REMOVE A BACKUP BATTERY (except to replace it).**

**REMEMBER, A DISCONNECTED SMOKE DETECTOR CAN NOT PERFORM ITS FUNCTION AND SAVE YOUR LIFE IF THERE IS A FIRE IN YOUR HOME OR BUILDING.**

**Removal of a smoke detector, or tampering with a smoke detector, is considered material non compliance with the lease and is grounds for termination of your tenancy.**

## **22. CARBON MONOXIDE DETECTOR**

Most units are resident heated and a furnace unit is located in your apartment. If this is the case, your apartment will be equipped with a carbon monoxide detector. Many units are now equipped with a combination smoke/carbon monoxide detector. If there is a leak in the ventilation system, the carbon monoxide detector will beep. If this should happen, turn off your heater, open a window for fresh air, call the fire department and they in turn will call the gas company. Then inform the Property Management Office as soon as People's Gas determines the cause.

**Removal of or tampering with a carbon monoxide detector is considered material non compliance with the lease and is grounds for termination of your tenancy.**

Some carbon monoxide detectors are battery powered and some are electrically powered and newer units contain combination smoke detector/carbon monoxide detector which are hard wired. You should test your carbon monoxide detector unit regularly by pressing and holding down the test button. Maintenance staff will periodically test units as well. Report all malfunctioning units as soon as possible to the management office.

## **23. ANTENNAS, SATELLITE, CABLE TV AND INTERNET WIRING**

Antennas, satellite, cable TV and internet wiring for the purpose of this section includes:

- TV Antennas
- Cable TV Wiring
- Satellite Dishes
- Radio Antennas
- High Speed Internet Wiring

Most of the apartment units are wired for cable television. The hook ups are generally located in your living room and some of the properties have them in the master bedrooms. Residents cannot add additional connections in the apartment.

Satellite dishes and antenna installations are allowed in accordance with applicable federal, state and/or local laws. There are restrictions on where the dishes can be installed and the size of the dish to be installed. Contact the management office for specific instructions that affect your building. Holes cannot be drilled into the roof or the bricks of the buildings. It is recommended that the dishes be installed on a pole cemented into the ground in the rear of the building. No wiring is allowed in the front of the building. Dishes that are installed improperly will be removed by our maintenance staff.

Residents should contact the office before ordering high speed internet or cable services for specific instructions that affect your building.

All residents will be charged for damage caused to the building due to improper installation of cable wiring, internet wiring and/or satellite dishes. Reconnection charges and removed satellite dishes will be the responsibility of the tenant.

## **24. CARPET/FLOORING**

While some apartments are tiled or have hardwood floors, many apartments have wall to wall carpeting. You are responsible for taking care of the floors and carpeting in your apartment. All carpeting should be vacuumed regularly and shampooed periodically. Spills should be cleaned immediately so that carpeting is not stained.

Do not use the iron on the floor or the carpeting even with a towel on top. The heat of the iron melts the carpet and iron marks do not come out of the carpeting. Residents will be billed for damage to carpeting. You may place area rugs or carpet over the tiled, wood or carpeted floors, however you may not tack or tape down or in any way install permanent carpeting.

## **25. DECORATING**

Residents are not permitted to apply paint, affix any wall covering, remove interior doors, replace/alter fixtures, plumbing or cabinets without written permission from Management. Residents will be responsible for maintaining the unit in good condition and will be responsible for any and all damages. Upon move-out unit must be restored to original move-in condition, normal wear and tear excluded.

## **26. REMOVAL OF GARBAGE**

We need your cooperation in keeping the public and common areas as clean as possible. A garbage dumpster is located in the parking area or along the alley by each building. All garbage must be placed in the dumpsters.

If you have furniture or cartons to dispose of that do not fit inside the garbage receptacle, please do not put it by the receptacle. Call the management office for instructions on disposal of oversized garbage. **If you do place bulk items on the side of the dumpster and Bickerdike receives a citation for improper disposal of garbage, the responsible resident will be billed the cost of the ticket.**

**DO NOT THROW TRASH OUT THE WINDOWS  
DO NOT THROW TRASH OVER THE PORCH RAILING**

Please do not allow small children to carry trash to the dumpsters because they cannot reach the dumpster opening and often trash is left on the ground, or is spilled all over. **If garbage is not placed in the dumpster and we receive a citation for improper disposal of garbage, the responsible resident will be billed the cost of the ticket.**

Management encourages that residents recycle all of their garbage that can be recycled. If you live in a town house, you may obtain additional city supplied trash cans from the City



by calling 311. Please do not bring these dumpsters inside the fenced in yard because it will attract rodents to the buildings.

## **27. OCCUPANCY STANDARDS**

The following occupancy standards have been established for Bickerdike Apartments units and are based on the HUD guidelines.

In general, the following will be considered:

- size of the unit,
- sizes of the bedrooms and
- the number of bedrooms in the unit.

Additionally, the following shall also be considered:

- number of persons in the family,
- the age, sex and relationship of family members; and
- the family's documented need for a larger unit as a reasonable accommodation.

Balancing the need to avoid overcrowding with the need to avoid underutilization of the space and unnecessary subsidy (in the case of project based Section 8 units) shall be a primary consideration.

In general, a two-persons-per-bedroom standard is acceptable.

## **28. OTHER OCCUPANCY RULES**

### Adding an occupant to an occupied unit:

Only persons listed on the lease are allowed to live in your apartment. If you wish to add an additional person to your unit they must go through the application and approval process and, if approved, be added to your lease. Unauthorized occupants are a violation of the lease and are cause for termination of your lease.

Residents who wish to add someone or remove someone should contact the Property Manager.

### Subletting

Residents living in **Section 8 apartments** may not sublet their apartment.

Residents living in **non Section 8 apartments** in general may not sublet their apartment. In some cases, a sublet may be permitted, such as a current non head of household resident in the unit remaining in the unit, only with the permission of the management office. If the management agrees to sublet, the person wishing to take over the lease must complete the application process and must be approved by the Bickerdike Selection Committee.

### House Arrest

No resident, household member, guest or other occupant may reside in any Bickerdike unit under house arrest at any time. Any resident, household member, guest or other occupant found living in any Bickerdike unit under house arrest will be a violation of this provision and shall be grounds for termination of the tenant lease.

## **29. UNIT TRANSFERS**

All unit transfers shall be done in accordance with Bickerdike's unit transfer policies and procedures.

### Transfers for over/under occupancy of a unit

Residents that are over or under occupying an apartment due to a change in family size may be required to transfer to an appropriate sized unit, in accordance with HUD guidelines. Residents who qualify for a transfer will receive a letter from the Management Office informing the resident they have been placed on the in house transfer list for the appropriate sized unit for their household. No resident shall be eligible for a unit transfer until after 2 completed years of occupancy, and shall have no past due rent or amounts owing for damages or fees.

Once a unit becomes available, management will send the resident a letter that details the transfer process and it will also state the location of the apartment the resident will be transferring to. Transfers are conducted according to the availability of the required unit size and therefore may take up to 1 year or longer before an appropriate sized unit becomes available. The resident will be given a 30 days notice, prior to their actual transfer date. If a resident lives in a Section 8 apartment and they refuse to transfer to the appropriate sized unit, their subsidy will most likely be terminated by HUD and the resident will be required to pay market rent.

## **30. MOVE-IN FEE, SECURITY DEPOSIT and LEASE TERM**

A move-in fee or security deposit is required for all new move-ins to the extent permitted by law. ALL residents must pay the required move-in fee or security deposit, as applicable, plus one month's rent prior to move in. The move in fee is non-refundable.

Residents who are applying to move from one Bickerdike property to another Bickerdike property shall be subject to screening in accordance with Bickerdike tenant selection criteria and must income-qualify based on the requirements and/or restrictions of that building.

All initial leases are for a period of 12 months. All non-Section 8 lease renewals are for 12 months. For Section 8 units, after the first year the leases are renewed on a month-to-month basis. Any resident who intends to move out must submit a **30 day written notice** to the management office.

A move-in inspection will be conducted with the resident at the time of move in. The resident and the leasing agent will sign the inspection form. The resident will receive a copy of the inspection and the original will be put in the resident file.

A move out inspection will be conducted with the resident at the time of move-out. The condition of the apartment is noted on the move out inspection form. Damage caused by the resident will be charged to the tenant, and if applicable, deducted from their security deposit. All residents that move out will receive a statement of any charges and/or refund of their security deposit, if applicable, not later than 30 days after the resident moves out.

In the event of a move from one Bickerdike property to another Bickerdike property, the resident shall pay a new non-refundable move in fee or security deposit, as applicable.

### **31. REASONABLE ACCOMMODATIONS**

Bickerdike Apartments will consider residents' requests for reasonable accommodations and/or modifications in accordance with federal, state and/or local laws. Residents requesting reasonable accommodations and/or modifications must provide notice to his/her Property Manager. Upon receipt of this notice from the resident, management may seek additional information, including, but not limited to documentation and/or medical verification. Once this information has been received in the management office, the resident will be notified of management's response and next steps available, if any.

### **32. ANNUAL RECERTIFICATION**

A recertification of residents' information, including income, will be conducted annually prior to the anniversary date of the resident's original move in date. An inspection of the unit is also conducted on or around the anniversary date as part of the recertification process.

All household members 18 years of age and older must complete the recertification process.

### **33. INCOME AND OTHER SPECIAL ISSUES FOR TENANTS IN PROJECT BASED SECTION 8 APARTMENTS**

Residents living in project-based Section 8 buildings receive rental assistance from the Department Of Housing and Urban Development (H.U.D) and must comply with the following HUD regulations, including the following:

Any and all income changes of any person in the household must be reported to the management office. Changes in household income, including both increases and decreases to income, should be reported immediately. If the household income increases by \$200.00 or more, the resident should contact the Property Manager in the management office for

instructions on what to do next. If the household income decreases the resident should contact the Property Manager for instructions on how to proceed.

Income for all members of the household must be reported.

Failure to report income may be grounds for termination of tenancy. Residents who fail to report income will be required to reimburse HUD for the overpayment of the subsidy amount HUD paid on their behalf.

Household members who do not receive any income must sign a zero income certification form.

### **34. GUESTS**

Occupancy of the unit is restricted to those persons listed on the lease and /or applicable HUD form. A Resident who has unauthorized individuals residing in his/her unit shall be in material non-compliance with the lease and appropriate action, including termination of the lease, may be taken.

Residents are responsible for the behavior of their guests, in their apartments, and in common areas, at all times.

House guests will not be permitted to remain in the dwelling unit more than 2 weeks without written permission from the management office.

Guests may not stay with you for additional periods by leaving for a few days and then coming back nor can a resident have a succession of different guests staying overnight on a frequent and continuous basis.

Violations of rules by guests may be considered material noncompliance of the lease and may be grounds for termination of your tenancy. Damage to the building or your apartment by your guests will be the responsibility of the head of the household. This includes hallways, the exterior of the building, porches and lawns.

Management may evict a resident for failure to pay for damage caused by their guests or for repeated violations of the rules.

Management has the right to bar individuals from the premises. Rule violations by your guest(s) may result in their being barred from the property and/or arrested for criminal trespass. Individuals barred from the property will be notified of such in writing and a copy of this notice will be sent to the resident.

If the resident allows a barred guest in the building or on the property, they will be in violation of their lease and the house rules which may constitute cause for termination of tenancy.

### **35. NOISE, DISTURBANCES, LOITERING & CONSIDERATION OF NEIGHBORS**

Residents will not make or permit any loud noises or odors that are objectionable to other residents or residents in the community. Residents should take special care not to disturb their neighbors after 10:00 p.m. during weeknights and Sundays, and after midnight on Fridays and Saturdays.

Do not place speakers from radios or stereo systems in the window of the apartments at any time.

The apartment is your private residence for you and your household members. Residents will not keep boarders, carry on trade or conduct a business or school out of their apartment.

Residents will not make or permit any use of the apartment for any purpose which directly or indirectly, is forbidden by law or which is dangerous to life, limb or property or which will tend to injure the reputation of the premises. This includes but is not limited to the sale of illegal drugs, use of illegal drugs and narcotics, prostitution, gambling, illegal use and storage of weapons and firearms, gang activity etc.

Residents will not allow their household members or their guests to climb on building structures, trees or fences. Residents and their guests will not be permitted to draw graffiti, deface property, damage lawns or landscaping, hallways etc. Parents will discourage playing in other residents fenced yards, or other residents doorsteps unless they have permission from that individual.

Gang activity and gang affiliations are not allowed and will not be tolerated. Residents will be evicted if their household members or their guests are involved in gang activity, illegal activity or activity of any kind that threatens or injures other residents of the property or the community.

Loitering is not allowed in the lobbies, the hallway, the stairwells, porches, courtyards, laundry rooms or any other common areas of the property. No smoking of any kind is allowed in the lobbies, hallways or stairwells of the property.

Household members under the age of 12 years must be supervised by an adult or guardian at all times while on the property.

#### **Can't get along with your neighbor?**

Management encourages residents to try and resolve issues with their neighbors before calling the office. We recommend that you try the following:

- ✓ Calmly speak with your neighbor about your concerns.
- ✓ If the conversation does not resolve the problem contact the tenant organizer for your site.
- ✓ If the problem cannot be resolved in conjunction with the organizer, call the management office and speak with the Property Manager for your site.

- ✓ If you feel threatened you should call 911 and file a police report. If you do choose to take this action you should request a copy of the written report from the police department and submit it to the management office.

### **36. ALCOHOLIC BEVERAGES**

No alcoholic beverages may be consumed in any common areas. If residents or their guests have been drinking inside the resident's apartment, they may not engage in loud or boisterous behavior in the common areas or in any public area of the building.

### **37. STORAGE LOCKERS**

Residents who have storage lockers must abide by the rules regarding storage lockers and may not store anything outside their lockers. Items left outside of the storage lockers may be removed by management at any time without warning. Management is not responsible for any loss. Residents may not occupy more than one storage locker at a time.

### **38. ALTERATIONS AND IMPROVEMENTS**

Alterations, improvements or changes in your apartment require prior written permission from the management office. Upon move out the resident will be required to restore the apartment back to its original condition at the resident's own expense. Wall coverings and wallpaper are not allowed. Residents who wish to install ceiling fans, after obtaining written permission from the management office, will be required to have the installation completed by a licensed electrician.

### **39. HANGING PICTURES**

Residents should be cautioned that hanging pictures and wall units can damage walls. Picture hangers are desirable for lighter pictures. Mirror tiles are not allowed. Residents are responsible for any damage caused by hanging pictures and will be required to repair any holes or damages created by nails or other picture hanging methods.

### **40. DISPOSAL OF GREASE**

Grease may not be poured into sinks or toilets, as this will clog the plumbing lines. All grease should be disposed of by pouring it in a metal can or glass bottle and placing it in the trash.

### **41. PETS**

Pets such as dogs or cats are not allowed. Residents may have small pets such as birds, gerbils, hamsters or fish, which are permitted only if they are kept in a cage and properly cared for. Residents will be charged for any damages their pets do to the apartment or the grounds. Pet sitting/the care of other's pets is not allowed in any Bickerdike unit.

### **42. SERVICE ANIMALS AND ASSISTANCE ANIMALS**

Residents requiring a reasonable accommodation for a service and/or assistance animal must seek such accommodation from his/her Property Manager. Bickerdike Apartments makes all determinations in accordance with applicable laws and regulations. If a reasonable accommodation is granted for a service animal and/or assistance animal, the resident is required to abide by the Assistance Animal and/or Service Animal Rules and Regulations.

Please see the management office for additional guidelines and restrictions regarding assistance animals and/or service animals.

#### **43. PEST EXTERMINATION**

No less than annually, the management office will schedule an entire building to be treated by a professional exterminator. Residents will receive written notification and instructions from the management office in advance.

Residents must allow the exterminator to service their apartment. If you cannot have someone at home to let the exterminator into your apartment, you must call the office in advance to reschedule. If you are not home and you fail to call in advance, you will be fined the actual cost of bringing the exterminator back, and you will need to make arrangements with the management office to have the exterminator come back on a different day. Failure to cooperate constitutes material non-compliance with your lease.

If a resident feels that the exterminator is not being effective, they should call the office and speak with the Property Manager. Residents may not attempt their own treatment. Other methods of treatment such as bombs may make the problem worse by expanding the problem into another apartment(s).

Tenants who are experiencing problems that require additional extermination should call the management office at 773-227-6332. Glue traps and pellet packs may be picked up at the office. If you notice an especially bad rodent problem in your neighborhood, we recommend that you call the City at 311 and/or your local Alderman's office to report the problem and request alley rodent baiting.

#### **44. RENTER'S and OTHER INSURANCE**

Bickerdike is not responsible for the loss, damage or theft of your personal items. We strongly recommend that you purchase a renter's insurance policy which will potentially cover unexpected situations and help you recoup some of your losses. Renters insurance can often be obtained at a reasonable cost.

#### **45. ACCESS TO THE UNIT**

In general, property management will not enter an apartment without first contacting the resident. Residents will receive no less than 48 hours notice of an upcoming inspection. See Section 6 *Annual and Government/Funder Inspections*.



In the case of emergencies, property management will enter the apartment if the resident is not home. See Section 5 *Emergencies*. Residents who install home alarm systems should contact the management office and inform them of the alarm code. Management shall not be responsible for false alarm fines if the resident has not informed us of the code.

#### **46. FIRE PREVENTION**

Most fires are preventable and often a result of carelessness. These are some fire prevention practices we urge all residents to observe:

- ✓ Never discard a burning cigarette on the ground.
- ✓ Never leave young children home alone in the apartment. Household members under the age of twelve should always be supervised by an adult.
- ✓ Never leave your apartment when food is cooking on the range or in the oven, even if you are just leaving for a minute.
- ✓ No type of flammable material, such as gasoline or lighter fluid, should ever be stored in the apartment.
- ✓ Never barbecue on the porches.

A fire caused by neglect or disregard of safe practice, will result in the resident being charged for the cost of the damage, or the cost of the deductible from the insurance company, whichever is less. Residents who receive a 10 day termination notice must vacate the apartment within 10 days unless the breach of lease is remedied within that period of time, and provided the breach can be remedied, or legal action may be taken.

#### **47. BURGLAR BARS**

Burglar bars are not allowed on apartment doors or windows. This is considered a safety hazard because in the case of an emergency you may not be able to exit your apartment.

#### **48. VIOLATIONS AND EVICTIONS**

The manager will investigate any report of a violation of the house rules and/or the lease. If he/she feels that the report is legitimate, he/she may send a written warning notice to the tenant. If the behavior or problem continues the manager will send a letter requesting the family meet with a member from management. If the behavior or problem continues after the family has met with management to try and resolve the issues, the resident may receive a notice of termination.

If the violation is criminal in nature or is material non compliance with the lease, your tenancy may be terminated without a prior warning.

#### **49. APPEALS COMMITTEE**

Residents who disagree with a decision of management may file a request for an appeal.

To file an appeal, the resident must contact the Bickerdike Redevelopment Corporation Office at 773-278-5669 and formally request an appeal in writing. Residents must file an appeal within 10 days from the receipt of his or her termination of tenancy notice. If the resident does not request an appeal within 10 days, they lose their right to file an appeal.

Residents that receive a notice of termination must vacate the apartment within the specified number of days unless the breach of lease is remedied within that period of time, provided the breach can be remedied, or legal action may be taken. Notices for non-payment of rent are not eligible for appeal. Termination of tenancy cases already in court are not eligible to request an appeal. The resident will be scheduled to meet with the Bickerdike Appeals Committee to present their reasons for disagreeing with the termination notice. The appeals committee consists of residents and members of the community.

If it is necessary to take legal action to evict a tenant, and a judgment from the court rules against the resident and should management decide, in its sole discretion, to reinstate the tenancy and dismiss the court case the resident will be required to pay the total amount of rent owed plus all court costs.

#### **50. GARDENS**

Some properties have open space for gardens. Residents who wish to garden must do so in coordination with Property Management and in accordance with Bickerdike Apartments' gardening guidelines.

### **SPECIAL RULES THAT APPLY TO TOWNHOUSE RESIDENTS**

#### **51. YARDS**

The properties are designed with open space for lawns and yards.

Residents who live in townhouses are responsible for the cleanliness and general condition of their lawns and yards. This includes picking up paper and garbage. All debris and personal belongings must be removed from the lawn before the landscape crew comes to cut the grass.

Hose bibs are locked. Bickerdike staff will water lawns in accordance with Bickerdike Apartments' lawn maintenance schedule.

## **52. SNOW REMOVAL**

Residents will be required to keep their own front steps and sidewalk free from snow in the winter. The management office will provide residents with salt or sand for the ice. Management personnel will clear the main sidewalks. Residents with a physical disability that prevents them from such work must contact the office.

## **SPECIAL RULES THAT APPLY TO RESIDENTS WHO LIVE IN APARTMENT BUILDINGS**

**If you live in an apartment building, the following rules apply to you:**

### **53. PORCHES/STAIRS/LOBBIES/HALLS**

You may not store anything on the rear porches, on the front or rear stairs, in the lobbies or in the halls. This includes strollers, bikes, furniture, clothing, etc.

You may not leave trash bags or garbage cans on the porches or stairs as this will attract rodents. You may not throw garbage over the porch railings or out of the windows.

Bikes should be carried up the rear stairs only.

Barbeque grills and grilling are not allowed on any porches. This is a serious fire safety hazard. All barbeque grills found on porches will be removed and disposed of by management.

### **54. BALCONIES**

You may not store anything on balconies, including but not limited to such items as strollers, bikes, and furniture.

No items may be hung from balcony railings, which may include but not be limited to flags and clothing.

No trash containers may be left on balconies at any time to avoid attracting rodents. In addition, no trash may be thrown over balcony railings at any time.

### **55. MOVING IN, MOVING OUT and DELIVERIES**

New residents are required to move all items in through the rear entrances. Some of the rear entrances are locked. In these cases, you should contact the management office during office hours so we can unlock the gates. Furniture deliveries should also be taken through the back entrances. Gates will be locked at the close of business day.

### **56. MAILBOXES**

Only those names on your lease and/or your tenant eligibility certification may appear on your mailbox. Names on the mailboxes that are not on your lease or your tenant eligibility certification form will be removed.

\*\*\*\*\*

## **57. BICKERDIKE RESIDENTS COUNCIL**

Bickerdike's housing is clustered into a variety of site clusters, which each contain approximately 40 to 90 units. Each housing site holds meetings generally twice a year. Each site either appoints or elects representatives and an alternate to serve as site representatives on the Residents Council. In the event a site has no representative, any resident at the site may contact the Residents Council through one of the Tenant Organizers to express their interest in representing their site.

The Residents Council is a resident body which serves as a main decision-making and planning body of, and on behalf of, Bickerdike residents. Residents Council representatives are elected or appointed by other residents from each of Bickerdike's site clusters and oversee programming, address tenant concerns, and monitor the work of subcommittees.

While the Residents Council has an elected/appointed membership, its subcommittees are open to any Bickerdike resident who wishes to participate. These subcommittees include the Garden Committee, Newsletter Committee, and Fundraising. Any resident who wishes to learn more about the Residents Council or any of its subcommittees or wants to get involved may do so by contacting a Tenant Organizer at the Bickerdike Redevelopment Corporation office at (773) 278-5669.

## **58. AMENDMENT AND APPLICABLE LAWS**

Bickerdike Apartments reserves the right to amend these House Rules at any time. These House Rules are not intended for the purpose of interfering with or restricting your rights under all applicable laws, including the Violence Against Women Act and any other federal, state and/or local law. If there is a discrepancy between the House Rules and any applicable law, the law shall govern.

## ***Acknowledgement Page***

I, \_\_\_\_\_, have received a copy of the Bickerdike Apartments Resident Handbook of House Rules and agree to abide by them. I understand that violation of the Bickerdike Apartments Resident Handbook of House Rules by me, my household members and/or guests shall be considered a violation of my lease and may be cause for lease termination.

\_\_\_\_\_  
Head of Household Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness/Property Management Staff Signature

\_\_\_\_\_  
Date

**14. FORCIBLE DETAINER:** If Lessee defaults in the payment of rent or any part thereof, Lessor may distrain for rent and shall have a lien on Lessee's property for all monies due Lessor, or if Lessee defaults in the performance of any of the covenants or agreements herein contained, Lessor or his agents, at his option, may terminate this Lease, and, if abandoned or vacated, may re-enter the premises. Non-performance of any of Lessee's obligations shall constitute a default and forfeiture of this lease, and Lessor's failure to take action on account of Lessee's default shall not constitute a waiver of said default.

**15. NOTICES:** Any demand or notice may be served by delivering a copy to the Lessee, or by leaving the same with some person above the age of thirteen years, residing on or in possession of the premises; or by sending a copy of said notice to the Lessee by certified mail, return receipt requested, or by posting the same on Lessee's door to the premises, if no one is in actual possession of the premises.

**16. FIRE AND CASUALTY:** If the premises shall be rendered untenable by fire or by other casualty, the Landlord shall not be obligated to restore the premises and Lessor or Lessee may terminate this lease by providing the other party with ten (10) days written notice of termination of this lease.

**17. DISHONOR:** In the event that Lessee's rental payment is dishonored when negotiated by Lessor or his agents, Lessor shall have no obligation to redeposit same, and reserves the right to demand that all future rental payments be made by money order or certified funds. Lessee shall pay Lessor the sum of \$25.00 as additional rent for any dishonored payment.

**18. SURRENDER OF PREMISES AND RETURN OF POSSESSION:** Lessee shall not be required to renew this Lease more than ninety days prior to its expiration as provided by Ordinance, and Lessor shall notify Lessee of Lessor's intention not to renew the Lease at least thirty days prior to its expiration so long as Lessee is not in default under the terms of this Lease, as provided by Ordinance. At the termination of this Lease, by lapse of time or otherwise, Lessee shall yield up and surrender immediate possession to Lessor or his Agent. If lessee fails to vacate the premises upon termination then:

- (A) If Lessor files a statutory forcible entry and retainer action for possession based upon Lessee's failure to vacate the premises, then Lessee shall pay Lessor a sum equal to double the amount of rent here in set forth as liquidated damages for the time that possession is withheld; or
- (B) Lessor may, by giving Lessee written notice thereof, extend the term of this Lease upon all the terms and conditions herein for one year, but with a rental of 20% greater than the rental contained herein; or
- (C) If Lessor fails to provide written notice to Lessee of Lessor's election under (B), Lessee shall become a month-to-month tenant, upon all the terms and conditions contained herein, Lessee shall also

RULES AND REGULATIONS

- 1. No dogs, cats, or other animals shall be kept or allowed in the premises except with the Lessor's prior consent, and subject to the conditions set forth in any such consent. No animals are permitted without a leash in any public areas of the premises.
- 2. No additional locks or other similar devices shall be attached to any door without Lessor's written consent.
- 3. Lessee shall not install or operate any machinery, refrigeration or heating devices or use or permit onto the premises any inflammable fluids or materials which may be hazardous to life or property.
- 4. Hallways, stairways and elevators shall not be obstructed or used for any purpose other than ingress and egress from the Building, nor shall children be permitted to play in the common areas, nor shall Lessee place or store any items in the hallways or common areas of the Building.
- 5. No musical instrument shall be played and no radio or television set shall be operated at any time in such manner as to disturb or annoy other occupants of the building, nor shall other noises be made which will disturb or annoy any occupants of the building. Operation of electrical devices which interfere with radio or television reception is not permitted.
- 6. All moving and delivery shall be through the rear entrance, stairway or service elevator at hours designated by Lessor.
- 7. Lessee shall not install or maintain a washer, dryer or dishwasher on the premises without Lessor's prior written consent. Lessee shall not run water for an unreasonable length of time.

compensate Lessor for any and all damages incurred by Lessor by virtue of Lessee's failure to vacate the said premises in accordance with the terms of this Lease. The payment or acceptance of rent after termination of this Lease shall not extend the Lease.

**19. EMINENT DOMAIN:** If the whole or a substantial portion of the premises is condemned by any competent authority for any public use or purpose, this Lease shall be terminated.

**20. JOINT OBLIGATIONS:** The words "Lessor" and "Lessee" when used in this Lease shall be construed to be plural if more than one person comprises either party to this Lease, and each shall be jointly and severally obligated to perform all of the terms and conditions of this Lease.

**21. LEGAL EXPENSES:** Lessee shall pay all costs, expenses and attorneys fees which shall be incurred or expanded by Lessor due to Lessee's breach of the covenants and agreements of this Lease, to the extent provided for by Law, Court rules, statute or Ordinance.

**22. SMOKE AND CO DETECTORS:** Lessee acknowledges that at the time of obtaining initial possession of the premises, all smoke and CO detectors required to be installed in the premises have been installed and are in good working order. Lessee agrees to repair and maintain the smoke and CO detectors devices including replacement of the energy source when needed.

**23. BINDING ON HEIRS:** All covenants contained herein shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, executors, administrators, assigns and successors.

**24. REMEDIES CUMULATIVE:** The Lessor's rights and remedies under this Lease are cumulative. The exercise of any one or more thereof shall not exclude nor preclude Lessor from exercising any other right or remedy.

**25. SEVERABILITY CLAUSE:** If any clause, provision or portion of this Lease shall be ruled invalid or unenforceable, said decision shall not invalidate nor render unenforceable the remainder of this Lease.

**26. STORAGE:** Lessor shall not be obligated to provide Lessee storage.

**27. INSURANCE:** Lessor is not an insurer of Lessee's property. Lessee shall carry sufficient insurance to insure all of Lessee's property located on Lessor's premises.

**28. SUBORDINATION:** Lessee will not do any act which shall encumber Lessor's title to the premises, and if Lessee causes a lien to be placed on the title, or premises, Lessor may discharge the lien and Lessee will reimburse Lessor the amount Lessor expended. This lease shall not be recorded by Lessee and is, and shall be, subordinate to any present or future mortgages now, or hereafter, placed on the premises.

**29. RULES AND REGULATIONS:** Lessee shall observe and abide by the Rules and Regulations set forth in this Lease, and agrees to be bound by and comply with any further reasonable rules and regulations as may be established by the Lessor.

- 8. Lessee shall only cook in the kitchen and shall not barbecue on porches or balconies. Lessee shall not leave food cooking on the premises unattended.
- 9. Washrooms shall not be used for any purpose other than that for which they are designed, and no rubbish, rags, or injurious items shall be placed in plumbing facilities or receptacles.
- 10. Lessee shall not place nor permit any article or antenna outside of the windows, on the exterior walls, or on the roof of the Building, and shall not throw or drop any article from any window.
- 11. Lessee shall not place, erect or install any signs or advertisements on the windows, nor on any part of the Building or premises.
- 12. All garbage or refuse shall be securely wrapped and placed in the incinerator or garbage container.
- 13. Water beds are not permitted in the premises without Lessor's written consent.
- 14. Lessee shall not interfere in any manner with the heating or lighting or other fixtures in the building nor run extension cords or electrical appliances in violation of the Building Code.
- 15. Lessee shall not solicit, canvass nor conduct any door-to-door activities on the premises.
- 16. Lessor has the right to bar individuals from the premises. You must inform your guests of all lease provisions regarding use of the premises and all rules and regulations. If these provisions are violated by your guests, they may be barred and / or arrested for criminal trespassing, after they have received a barred notice and then have been placed on a barred list by Lessor. If you violate the lease or any of the rules and regulations, it is grounds for termination of your tenancy.

ASSIGNMENT BY LESSOR

In consideration of One Dollar to the undersigned in hand paid, and of other good and valuable consideration, the receipt of which is hereby acknowledged, Lessor hereby transfers, assigns and sets over to \_\_\_\_\_

\_\_\_\_\_ all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

GUARANTEE

In consideration of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

Dated \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

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# TENANT SELECTION PLAN

## Section 8 and 236 developments



City of Chicago Identification Number: \_\_\_\_\_

Emmett Apartments  
"Development"

Emmett Apartments, LP  
Owner's Name (the "Owner")

Bickerdike Apartments, LLC  
Managing Agent's Name (the "Management")

### I. INTRODUCTION

This Tenant Selection Plan (this "Plan") outlines the procedures that will be followed in selecting tenants for the Development. Management is responsible for implementing these procedures.

With respect to the fifty (50) units in the Development designated as Chicago Housing Authority ("CHA") RAD Project Based Voucher units, in the event of a conflict between the procedures in this Plan and the procedures in Chapter 18 of the CHA's Housing Choice Voucher Program Administrative Plan, as may be amended by the CHA from time to time (the "CHA Administrative Plan"), the procedures of Chapter 18 the CHA Administrative Plan shall prevail and apply. The CHA Administrative Plan is attached hereto as Addendum 3.

#### A. Development Description (Check the one that applies)

- ☐ The Development does not offer subsidized rents.
- ☒ The Development offers subsidized rents. This means the rent that a tenant pays is based upon the tenant's household income. Therefore, the rent paid by tenants may vary among tenants as well as from time to time for an individual tenant. The rents attached to this Plan as **Exhibit A** reflect the market or contract rent for the Development and **not** the typical tenant portion of the rent. (Subsidized rents are usually made available through participation in one of two housing programs: (i) the HUD Section 8 program or (ii) the HUD 236 program which are further augmented by either the Rent Supplement or Rental Assistance programs. Both of these programs have household income limitations.)

In addition, the Development ☒ **does** ☐ **does not** accept Housing Choice Vouchers.  
(Check the one that applies)

#### B. Tenant Type

The Development is designated as housing for: (check all that apply)

- ☐ Elderly ☐ Family & Special Needs

☐ Special Needs Family

☐ Elderly & Special Needs

☒ Family

DRAFT

If the "Elderly" or "Elderly & Special Needs" designation is selected, the age restriction, for the units designated Elderly, will be:

(Check the one that applies)

- ☐ 55 and above (households whose head or spouse or sole member is at least 55 years of age) or,
- ☐ 55 and above (one person 55 years of age or older) or,
- ☐ 62 and above (**all** members of the household are 62 years of age) or,
- ☐ 62 and above (households whose head **or** spouse **or** sole member is at least 62 years of age) (this is only available to developments participating in a HUD housing program); or
- ☐ Other (please describe) \_\_\_\_\_

If any of the "Special Needs" designations is selected, the Development is serving the following special needs population(s):

(Check all that apply)

- |  |   |
|--|---|
| <input type="checkbox"/> Battered Women                | <input type="checkbox"/> Developmentally Disabled |
| <input type="checkbox"/> Disabled                      | <input type="checkbox"/> Physically Disabled      |
| <input type="checkbox"/> HIV/AIDS                      | <input type="checkbox"/> Ex-offenders             |
| <input type="checkbox"/> Homeless                      | <input type="checkbox"/> Substance Abusers        |
| <input type="checkbox"/> Foster Care Families          | <input type="checkbox"/> Mentally Ill             |
| <input type="checkbox"/> Transient Families            |   |
| <input type="checkbox"/> Other (please describe) _____ |   |

**C. Unit Distribution**

**1. Development (Start-Up only)**

The Development will offer 100 rental units.

This ☒ **includes** ☐ **does not include** a management unit.

(Check the one that applies)

The income limitations of these units are as follows:

\_\_\_\_\_ Market rate (no income restriction) units

100 Units at 60 % Median income

\_\_\_\_\_ Units at     % Median income

\_\_\_\_\_ Units at     % Median income

\_\_\_\_\_ Units at     % Median income

\_\_\_\_\_ Manager unit(s)

## 2. Development (Up and Running only)

<u>Per Regulatory Agreement</u>			<u>Per Extended Use Agreement (if applicable)</u>		
_____	Market rate units		_____	Market rate units	
_____	Units at _____%	Median income	_____	Units at _____%	Median income
_____	Units at _____%	Median income	_____	Units at _____%	Median income
_____	Units at _____%	Median income	_____	Units at _____%	Median income
_____	Units at _____%	Median income	_____	Units at _____%	Median income
_____	Manager unit(s)		_____	Manager unit(s)	

## 3. Other Agreements

<u>Per SRN Written Agreement (if applicable)</u>			<u>Per Section 811 PRA Contract (if applicable)</u>		
_____	Market rate units		_____	Market rate units	
_____	Units at _____%	Median income	_____	Units at _____%	Median income
_____	Units at _____%	Median income	_____	Units at _____%	Median income
_____	Units at _____%	Median income	_____	Units at _____%	Median income
_____	Units at _____%	Median income	_____	Units at _____%	Median income
_____	Manager unit(s)		_____	Manager unit(s)	

## D. Rent Structure

The current rent structure for the Development, by unit size and income distribution, is attached to this Plan as **Exhibit A**.

## E. Civil Rights and Nondiscrimination Requirements

### 1. General

Federal civil rights laws addressing fair housing prohibit discrimination against applicants or tenants on the basis of race, color, national origin, sex, disability, religion, and familial status. The Illinois Human Rights Act addressing fair housing prohibits discrimination against applicants or tenants on the basis of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, gender identity or unfavorable discharge from military service.

HUD's Office of General Counsel issued a memo dated April 4, 2016, which is guidance concerning how the Fair Housing Act applies to the use of criminal history by providers or operators of housing and real-estate related transactions.

The remaining paragraphs in this section provide brief descriptions of key federal civil rights laws regarding fair housing and accessibility.

Owner and Management shall be familiar and comply with the regulations implementing these applicable federal civil rights laws and any state civil rights laws or local ordinance regarding fair housing and accessibility.

## **2. Fair Housing Act**

Fair Housing Act Amendments of 1988 ("Fair Housing Act") prohibits discrimination in housing on the basis of race, color, religion, sex, disability, familial status and national origin regardless of any federal financial assistance.

Under the Fair Housing Act, Owner and Management shall not take any of the actions listed below based on race, color, religion, sex, disability, familial status and national origin:

- a. Deny anyone the opportunity to apply to rent housing, or deny to any qualified applicant the opportunity to lease housing suitable to his or her needs;
- b. Provide anyone housing that is different from that provided to others;
- c. Subject anyone to segregation, even if by floor or wing;
- d. Restrict anyone's access to any benefit enjoyed by others in connection with housing program;
- e. Treat anyone differently in determining eligibility or other requirements for admission, in use of the housing amenities, facilities or programs, or in the terms and conditions of a lease;
- f. Deny anyone access to the same level of services;
- g. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program;
- h. Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons; and
- i. Retaliate against, threaten, or act in any manner to intimidate someone because he or she has exercised rights under the Fair Housing Act.

Fair Housing Act provides additional protections for persons with disabilities. It requires that the Management make reasonable accommodations in rules, policies, practices, or services as may be necessary to afford handicapped persons equal opportunity to use and enjoy a dwelling. Moreover, it contains specific accessibility requirements that apply to the design and construction of new multi-household housing.

Owner of federally assisted housing program shall display the Fair Housing poster required by the Fair Housing Act.

## **3. Title VI of the Civil Rights Act of 1964**

Title VI of the Civil Rights Act of 1964 prohibits all recipients of federal financial assistance from discriminating based on race, color or national origin.

4. **Age Discrimination Act of 1975**

Age Discrimination Act of 1975 (the "Age Discrimination Act") prohibits discrimination based upon age in federally assisted and funded program, except in limited circumstances. It is not a violation of the Age Discrimination Act to use age as screening criteria in a particular program if age distinctions are permitted by statute for that program or if age distinctions are a factor necessary for the normal operation of the program or the achievement of a statutory objective of the program or activity.

5. **Section 504 of the Rehabilitation Act of 1973 (for HOME and CDBG programs)**

Section 504 of the Rehabilitation Act of 1973 ("Section 504") prohibits discrimination based upon disability in all programs or activities operated by recipients of federal financial assistance. Although Section 504 often overlaps with the disability discrimination prohibitions of the Fair Housing Act, it differs in that it also imposes broader affirmative obligations on the Owner to make their programs as a whole, accessible to persons with disabilities. Section 504 obligations include the following:

- a. Making and paying for reasonable structural modifications to units and/or common areas that are needed by applicants and tenants with disabilities, unless these modifications would change the fundamental nature of the project or result in undue financial and administrative burdens;
- b. Operating housing that is not segregated based upon disability or type of disability, unless authorized by federal statute or executive order;
- c. Providing auxiliary aids and services necessary for effective communication with persons with disabilities;
- d. Performing a self-evaluation of Management's programs and policies to ensure that they do not discriminate based on disability; and
- e. Developing a transition plan to ensure that structural changes are properly implemented to meet program accessibility requirements.
- f. Section 504 also establishes accessibility requirements for newly constructed or rehabilitated housing, including providing a minimum percentage of accessible units.

If the Owner, Management and Development employ 15 or more persons, regardless of their location or duties, a Section 504 Coordinator must be designated.

Does the Section 504 Coordinator requirement apply?  
(Check the one that applies)

☒ Yes

☐ No

If "Yes" was checked, indicate the name of the Section 504 Coordinator:

Name: Shadonna Ware - Asset Manager

Telephone Number: 773-278-5669

TDD Number: \_\_\_\_\_

6. **Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity (for HOME and CDBG programs)**

Effective March 5, 2012, HUD implemented new regulations intended to ensure that HUD's core housing programs are open to all eligible persons regardless of actual or perceived sexual orientation, gender identity or marital status (HUD Notice 2015-01).

Owners and operators of HUD-assisted housing, or housing whose financing is insured by HUD, must make housing available without regard to sexual orientation, gender identity, or marital status.

All otherwise eligible families, regardless of marital status, sexual orientation, or gender identity, will have the opportunity to participate in HUD programs.

Owners and operators of HUD-assisted housing or housing insured by HUD are prohibited from asking about an applicant or occupant's sexual orientation and gender identity for the purpose of determining eligibility or otherwise making housing available.

7. **Executive Order 13166 – Limited English Proficiency (for HUD programs only)**

Executive Order 13166 requires Owner/Management to take reasonable steps to ensure meaningful access to the information and services they provide for persons with limited English proficiency. This may include interpreter services and/or written materials translated into other languages.

8. **Violence Against Women and Justice Department Reauthorization Act of 2005 & 2013 (for Tax Credit, HOME, TCAP and 1602 developments only)**

Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA 2005, and reinstated in the HUD Reauthorization Act of 2013) protects victims of domestic violence, dating violence or stalking, as well as their immediate family members generally, from being evicted or being denied housing assistance if an incident of violence is reported and confirmed.

Owner/Management responding to an incident of actual or threatened domestic violence, dating violence or stalking that could potentially have an impact on a tenant's participation in the housing program may request in writing that an individual complete, sign and submit within 14 business day of the request, the HUD-approved certification form (HUD-91066).

Alternatively, in lieu of the certification form or in addition to it, Owner/Management may accept (i) a federal, state, tribal, territorial, or local police record or court record or (ii) documentation signed and attested to by a professional (employee, agent or volunteer of a victim service provider, an attorney, medical personnel, etc.) from whom the victim has sought assistance.

Owner/Management is encouraged to carefully evaluate abuse claims as to avoid conducting an eviction based on false or unsubstantiated accusations.

9. **Military Status Discrimination (Chicago Only)**

Chicago has amended its Human Rights Ordinance and Fair Housing Ordinance to prohibit discrimination targeting current and former members of the military in all areas under the Commission's jurisdiction: employment, public accommodations, credit transactions, bonding, and housing. This protection extends to any individual who is on active duty, or in any reserve component of any branch of any state or Federal armed forces, or a veteran. The amendments apply to actions taken on or after March 6, 2016.



## II. **PREFERENCES**

### A. **Establishing Preferences**

Preferences are not permitted if they in any way negate affirmative marketing efforts or fair housing obligations. The following preferences apply to the Development:

#### 1. **CHA Tenant Preferences**

- a) **CHA 10/1/1999 Relocates/Applicants.** Current and former Lathrop Homes tenants with a right of return will receive priority for RAD PBV units in the development. Tenants with a right of return will be referred to the Property Manager through the CHA Housing Offer Process (HOP). The HOP system will contain the names of eligible, lease-compliant CHA applicants, listed in an order that reflects the priorities under the Relocation Rights Contracts and the housing choices identified by the CHA leaseholders. Once the HOP list has been exhausted and CHA has determined the need to access the CHA Family Site-Based waitlist, the Property Manager will work with the CHA and its Occupancy Department to receive names of potential candidates from the CHA's Family Site-Based waitlist for RAD PBV assisted units at this site.

#### 2. **Existing Tenant Preferences**

The following actions are always given priority if applicable. If not, State Mandated Preferences take precedence.

- a) A unit transfer because of household size.
- b) A unit transfer based on the need for an accessible unit.
- c) A unit transfer of a non-handicapped individual living in a handicapped accessible unit to accommodate a handicapped applicant on the Waiting List (as defined below). A lease addendum (**Exhibit B**) will be entered into with non-handicapped tenant living in a handicapped accessible unit.

#### 3. **State Mandated Preferences**

The Development must comply with the three Illinois mandatory preferences required in Section 11 and 12 of 20 ILCS 3805 as described below:

- a) Displaced from an urban renewal area.
- b) Displaced as a result of a governmental action.
- c) Displaced as a result of a major disaster.

#### 4. **Optional Preferences**

In addition to the preferences mandated by the State of Illinois and the Existing Tenant Preferences listed above, the Development may establish the following preferences. The preferences listed below are subordinate to State Mandated Preferences and Existing Tenant Preferences.

*(Check all that apply and rank in the order of highest preference (1) to lowest preference):*

- a) HUD Pre-approved Preferences

- i. Preference for Working Families

☐ Order # \_\_\_\_\_

- ii. Preference for Persons with Disabilities ☒ Order # 1 \_\_\_\_\_
- iii. Preference for Victims of Domestic Violence ☒ Order # 2 \_\_\_\_\_
- iv. Preference for elderly, displaced, homeless,  
or disabled single person over other single persons ☐ Order # \_\_\_\_\_
- b) Residency Preferences (with HUD approval) ☐ Order # \_\_\_\_\_
- c) Local Preference (as established by PHA/PSH) ☐ Order # \_\_\_\_\_
- d) Existing Tenant Transfers (other) ☒ Order # 3 \_\_\_\_\_  
Including, but not limited to a change in household composition, a deeper rent  
subsidy, or for medical reasons certified by a doctor.

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**B. Verification of Preferences**

The State Mandated Preferences will be verified by third party verification (**Exhibit C**). Third party verification will also be utilized if the Owner has adopted any of the Former Federal Preferences. If Management has selected any of the optional preferences and will not be using third party verification the following means of verification will be utilized:

N/A

**C. Selection of Families for Participation**

1. An eligible applicant who qualifies for a preference will receive housing before any other applicant who is not so qualified. These preferences take precedence over other applicants' place on the Waiting List, or date of submission of application.
2. Applicants will be informed of the availability of preferences, and will be given an opportunity to certify that they qualify for a preference. Applicants may claim a preference at any time during the application process.

**D. When a Preference Is Denied**

1. If it is determined that an applicant does not meet the criteria for receiving a preference, the applicant will promptly receive a written notice of this determination from Management (**Exhibit D**). The notice will contain a brief statement of the reasons for the determination, and state that the applicant has the right to meet with the Management's designee to review this decision. If the applicant requests a meeting, it will be conducted by a person or persons designated by Management.
2. Denial of a preference does not prevent the applicant from exercising any legal rights the applicant may have against Management and/or Owner.

**E. Exceptions to the Preference Rule**

**1. Relocation and/or Unit Transfers:**

Management must give priority to current households

- i) when their units are designated for rehabilitation and/or
- ii) for current households residing in a unit within the Development that has been designated as uninhabitable by federal, state, local municipalities or Management due to fire, flood or other natural disaster.

**III. PRE-APPLICATION CARD PROCESSING**

*(Please check which method will be used)*

- ☐ The Development will use pre-application cards or;
- ☒ The Development will use pre-applications.

**A. Distribution of Pre-Application Cards or Pre-Applications**

1. A letter will be sent to households who respond to the marketing efforts (**Exhibit E**). This letter will include a Pre-Application Card or Pre-Application (**Exhibit F**) to be completed and mailed to Management. This letter will also inform persons about the Development's preferences and will indicate that all applicants will be given an opportunity to show that they qualify for a preference.
2. The letter will state that those persons qualifying for a preference will receive housing before any other applicant who is not so qualified.
3. In addition, the letter will inform all applicants that for those persons not claiming a

preference, screening will be conducted according to the order in which the Pre-Application Cards or Pre-Applications are received.

4. All returned Pre-Application Cards or Pre-Applications will be logged in, indicating the time and date received (**Exhibit G**). The Pre-Application log will indicate whether the applicant has claimed a preference or has requested a handicapped accessible unit.

**B. Processing Pre-Application Cards or Pre-Applications**

1. Pre-Application Cards or Pre-Applications will be filed in the order of receipt. In addition, Pre-Application Cards or Pre-Applications will also be categorized according to preferences, unit size and Special Occupancy Categories (as described in **Section X**).
2. All persons making inquiries will be provided a Pre-Application Card or Pre-Application with instructions to mail this Pre-Application Card or Pre-Application to Management. Pre-Application Cards or Pre-Applications received after initial sorting will be categorized in accordance with the process stated above.
3. For Developments beginning their initial marketing efforts (start-up), no Pre-Application Cards or Pre-Applications will be accepted after the date on which 95% occupancy of the Development has been reached and the applicable Waiting List has been closed.
4. For Developments, which have completed their initial marketing efforts (Up and Running), no Pre-Application Cards or Pre-Applications will be accepted after the date on which the applicable Waiting List has been closed.
5. All Pre-Application Cards or Pre-Applications will be retained on-site permanently.

**IV. WAITING LIST(S) PROCEDURES**

The Property Manager will establish a site-based waiting list for non-public housing-RAD PBV LIHTC applicants. Applicants from the site-based list will be given the opportunity to be screened for available non-RAD PBV units when they become available for occupancy. Prospective applicants will also be identified through marketing efforts conducted by the Property Manager according to an affirmative fair housing marketing plan.

**A. Creation of Non-CHA Waiting List(s)**

If an applicant is eligible for tenancy, but no appropriately sized unit is available (as referred to in **Section VII**), Management will place the applicant on a waiting list (the "Waiting List") for the Development (**Exhibit H**). The Waiting List(s) will be maintained in either:  
(Check the one that applies)

- ☐ A bound ledger (manually)  
☒ A computer program (electronically)

The Waiting List(s) will contain the following information for each applicant listed:

1. Applicant name
2. Household unit size (number of bedrooms household qualifies for under site occupancy standards)  
(NOTE: applicant may qualify for multiple unit sizes)
3. Date and time application received
4. Qualification for any preferences and ranking
5. Annual income level
6. Targeted program qualifications
7. Accessibility requirements
8. Number of persons in household

The Waiting List will be maintained in accordance with the following guidelines:

- The pre-application or pre-application card will be a permanent file.
- All applicants will be maintained in order of preference. Applications equal in preference will be maintained by date and time sequence.

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**B. Changes In Income or Household Composition**

When placed on the Waiting List, applicants will be informed to notify Management when the following changes occur:

- Address and/or phone number
- Household composition
- Preference status
- Income (Optional)

If an applicant's income changes to an amount which is no longer eligible, written notice will be given advising the applicant that: (1) they are not presently eligible; (2) the applicant could be eligible if the household income decreases, the number of household member changes, or the Income Limit changes; and (3) they may choose to remain or not remain on the Waiting List.

If an applicant's household composition changes resulting in a need for a different apartment size, Management will, upon notification by applicant, place the applicant on the appropriate Waiting List. Management's policy for handling changes in household composition are indicated below: (check the one that applies)

☒ Applicant will maintain original application date. (Applicant will be placed on new bedroom list according to original application date.)

☐ Applicant will receive new application date based on redetermination. (Applicant will be placed at bottom of new bedroom list.)

**C. Contacting Persons on the Waiting List(s)**

1. Applicants on the Waiting List will be contacted as follows:

When a unit becomes or will become available within \_\_\_\_\_ days, Management will select the next applicant who meets applicable preference criteria or whose name is chronologically at the top of the appropriate Waiting List. Management will contact the selected applicant utilizing the following procedure: (*i.e. certified mail, regular mail, telephone or other.*) Modifications will be made to reasonably accommodate persons with disabilities who request or require such modifications.

Applicants, who respond timely and accept the offered unit, will be contacted to schedule an interview. This represents the beginning of the screening process. Those applicants who do not respond timely or who do not accept the offered unit will be processed in the manner indicated below:

a. If Management does not receive a response within 10 days, the applicant will forfeit the opportunity to apply for the offered unit (*check the one that applies*)

☒ and will be removed from the applicable Waiting List.

☐ but will remain at the top of the applicable Waiting List. When a second unit becomes available, Management will again attempt to contact the applicant and will explain that if the applicant does not respond within \_\_\_\_\_ days or fails to accept the second unit, the applicant's name will be removed from the applicable Waiting List.

☐ (Other)

- b. If Management receives a timely response but the applicant rejects the first offered unit, the applicant (*check the one that applies*)

- ☐ will be removed from the applicable Waiting List.
- ☒ will remain at the top of the applicable Waiting List. When a second unit becomes available, Management will again attempt to contact the applicant and will explain that if the applicant does not respond within 10 days or fails to accept the second unit, the applicant's name will be removed from the applicable Waiting List.
- ☐ (Other)
- \_\_\_\_\_

2. If, after an interview has been scheduled, the applicant fails to attend or to contact Management to reschedule the interview, the policy regarding how applicants will be addressed is: (*Please indicate Management's policy below.*)
- \_\_\_\_\_

**D. Updating the Waiting List(s)**

1. The Waiting List will be updated at least once every twelve months in the following manner:
- ☒ A letter will be sent via regular/certified mail to each applicant on the Waiting List(s) (**Exhibit I**). The letter will include a Reply Card (**Exhibit J**) to be returned if the applicant is still interested in living at the Development. The applicant will be given 30 days (excluding weekends and designated federal holidays) from the date the letter was mailed in which to respond. If no response is received, the applicant's Pre-Application Card will be removed from the Waiting List and a letter will be sent informing the applicant of this action. If the letter is returned with a forwarding address, it will be re-mailed to the address indicated and a new response time same as above will begin.
- ☐ (Other)
- \_\_\_\_\_
2. After each of the Waiting List(s) are updated based on the Reply Cards returned, an acknowledgement letter (**Exhibit K**) ☐ will ☒ will not (*Check the one that applies*) be sent to each applicant. It is the applicant's responsibility to notify the Management office of any change in address, telephone number or telephone device for the deaf (TDD) number (if applicable).
3. If it is determined an applicant failed to respond to a Waiting List update due to a disability and such applicant was either removed or lowered on the Waiting List, the applicant must be reinstated at the original place on the Waiting List.

**E. Closing and Re-Opening the Waiting List(s)**

**1. Closing the Waiting List(s)**

The Waiting List(s) for the Development will be closed when the following occurs:

The waiting list will be closed at the discretion of the organization.

\_\_\_\_\_

When Management decides to close the Waiting List(s), future applicants will be advised that the Waiting List(s) are closed and additional applications will not be

taken. When Management decides to no longer accept applications, a notice to that effect will be published in the following publication(s):

The closing of the wait list will be posted on the Bickerdike Website, La Voz Community Newspaper, and a sign will be posted on the door of the Property Management Office.

The notice must state the reasons for the Management's refusal to accept additional applications.

## **2. Re-opening the Waiting List(s)**

Prior to each re-opening of the Waiting List(s), a notice, announcing the re-opening and providing information on the rules regarding how, when, and where to apply, will be placed in the advertisements/publications listed below:

**Note:** IHDA now requires all Tenant Selection Plans to include ILHousingSearch.org which is a Housing Locator Resource for Marketing. Please print screen shot of "Property Profile" and attach to TSP as proof of enrollment in ILHousingSearch.org.

When re-opening the waiting list, a notice will be posted to the Bickerdike Website, an ad will be listed in the La Voz Community Newspaper, a letter will be sent to all those listed on our Marketing List, and it will be listed on the ILHousingSearch.org web site.

The Waiting List(s) will be re-opened when the following occurs:

The Waiting List will be re-opened when the number of applicants are less than 150.

## **3. Affirmative Marketing Plan Requirements**

Management will affirmatively market the Development in its outreach efforts during the re-opening of the Waiting List(s). Management will provide a copy of the Affirmative Fair Housing Plan to applicants upon request for review.

# **V. THE (INTERVIEW) SCREENING PROCESS**

## **A. Application Requirements**

The following information will be used to determine program eligibility for anyone who is seeking housing at the Development.

Live in aides, new household members and police officers, security personnel or managers residing in HUD subsidized units will be subject to same screening for drug abuse and other criminal activity applied to other applicants.

1. The head of household must complete a written application certifying the accuracy of all information that is provided. The applicant will be provided with the appropriate disclosures concerning the Privacy Act (5 U.S.C. § 552a). In addition to providing applicant(s) the opportunity to complete applications at the Development, Management may also send out and receive applications by mail. Management shall accommodate persons with disabilities who, as a result of their disabilities, cannot utilize the Management's preferred application process by providing alternative methods of taking applications.
2. ☒ A credit report will be ordered.  
☐ A credit report will not be ordered.
3. ☒ A criminal background search will be obtained once applicant passes the "pre-qualification" screening. If the applicant does not pass the pre-qualification screening, a criminal background search will not be ordered
4. Verification of employment, income, bank accounts, and other assets, etc., is required as applicable for each applicant.
5. Verification of previous housing, for 3-5 years, is required. This will include references from previous landlords. If applicable, it will also include verification for those who were



homeowners or lived with parents or guardians. Applicants will not be rejected solely for a lack of rental history.

6. Verification of Social Security Numbers for all members of the household is required.

7. Other: \_\_\_\_\_

**B. Home Visits**

☒ Home Visits will be conducted to inspect the current dwelling of the applicant to determine that the housekeeping practices are acceptable. Details of this process are outlined in **Exhibit L**. Home Visits will be conducted for all applicants who reside within 10 miles of the Development. Home Visits will be conducted for every applicant household reaching the final stages of the approval process.

☐ Home Visits will not be conducted.

**C. Completion of Application Process**

All applications will be processed within thirty days after the date of the applicant's initial interview or within five business days of receipt of all required documentation, whichever is later (excluding weekends and designated federal holidays).

**VI. ELIGIBILITY REQUIREMENTS**

**A. Income**

The annual gross income of the applicant(s) must be equal to or less than the income limit established by the applicable program's administrative rules for the appropriate household size.

**B. Date of Birth**

Dates of birth must be disclosed for all household members.

**C. Social Security Numbers**

The head of household/spouse/co-head must disclose Social Security Numbers for all household members. An explanation of acceptable documentation is provided in **Addendum 1** attached to this Plan.

**D. Student Eligibility Requirements (for Tax Credit only)**

Households consisting entirely of full-students are not eligible for Tax Credits unless the household is income eligible and one or more of the following exceptions applies to the household:

1. All members of the household are married (they do not need to be married to each other) and are entitled to file a joint tax return.
2. The household consists of single parent(s) and their child (or children) and no one in the household is a dependent of a third party.
3. At least one member of the household receives assistance under Title IV of the Social Security Act (i.e. TANF).
4. At least one member of the household is participating in an officially sanctioned job training program.
5. At least one member of the household was formerly in foster care.

Full-time status for purposes of the LIHTC program includes attendance at regular facilities for five or more months during the calendar year in which the taxable year of the taxpayer begins.

## **VII. OCCUPANCY STANDARDS**

The unit must have enough space to accommodate the household. Occupancy standards must comply with federal, state and local occupancy standards, and/or laws in connection with occupancy requirements, fair housing and civil rights laws, as well as landlord-tenant laws and zoning restrictions.

1. For the purpose of determining the unit size for which a household may be eligible; the following will be counted as members of the household:
  - a. Fulltime household members
  - b. Unborn children
  - c. Children in the process of being adopted
  - d. Children whose custody is being determined
  - e. Foster children
  - f. Children temporarily in a foster home
  - g. Children in joint custody 50% of the year or more
  - h. Children away at school but home for recess
  - i. Live in aides
  - j. Foster adults

The Occupancy Standards for the development are:

A Maximum of two (2) Persons Per Bedroom

2. Upon request, an applicant or resident may be placed on as many of the Development's Waiting List(s) that the household size qualifies.
3. A household may be required to provide proof of custody of related or unrelated occupants in order to be considered for a change in unit size.

## **VIII. SECURITY DEPOSITS**

If applicable, a security deposit equal to one month's total tenant payment or tenant rent will be collected. The security deposit must be paid upon signing the lease for the unit. The amount of the security deposit established at move-in does not change when a tenant's rent changes.

**Note:** The owner may collect the security deposit on an installment basis (HUD Handbook 4350.3 - Chapter 6, Section 2).

## **IX. REJECTION CRITERIA**

The ability of the applicant to fulfill lease obligations will be considered. An applicant may be rejected for one or more of the following reasons:

### **A. Insufficient/Inaccurate Information on Application**

Refusing to cooperate fully in all aspects of the application process or supplying false information will be grounds for rejection.

### **B. Credit and Financial Standing**

1. Unsatisfactory history of meeting financial obligations (including, but not limited to timely payment of rent, outstanding judgments or a history of late payment of utility bills) will be considered. In general, greater emphasis will be placed on the applicant's history of paying rent, utilities, and other housing related costs, than the applicant's consumer credit history. Applicants will not be subject to rejection due to consumer credit payment history. If an applicant is rejected based on the credit report, they will be provided with the reasons for rejection and given the name of the credit bureau that performed the credit check. Applicants will also be given two weeks to dispute any information on the credit report.
2. The Property Manager will assess an applicant's ability to meet the financial obligations of a lease. In general, greater emphasis will be placed on the

applicant's history of paying rent, utilities and other housing related costs, than on the applicant's consumer credit history. Persons screening for CHA units at Emmett Street Apartments will not be subject to rejection due to consumer credit payment history. However, in order to properly review a prospective tenant's history of paying housing costs, utilities and other costs, it will be necessary to obtain credit report. All other criminal and background checks will be made for all applicants as described in this TSP.

3. The inability to verify credit references may result in rejection of an applicant. Special circumstances will be considered in which credit has not been established (income, age, marital status, etc.) and lack of credit history will not cause an applicant to be rejected. In such circumstances, a person with a history of creditworthiness may be required to guarantee the lease.
4. The applicant's financial inability to pay his/her monthly contribution toward the rent of the unit may be assessed. Ordinarily, the total of the applicant's monthly contribution plus other long-term obligations (payments extending more than twelve months) should be less than 40% of his/her monthly gross income. Income ratios may be considered in the context of the applicant's credit and employment history and potential for increases in income.

### C. **Criminal Convictions/Current Drug Use**

1. Applicants who fall into the following categories will be rejected:

- a) any household in which any member uses illegal drugs, or has a current addiction to or engagement in the illegal use of a controlled substance interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents will be denied admission and, if an occupant, will be subject to termination of tenancy.
- b) any household containing a member(s) who was evicted in the last three years from housing for drug-related criminal activity. Exception: if the evicted household member has successfully completed an approved supervised drug rehabilitation or the circumstances leading to the eviction no longer exist (e.g. the household member no longer resides with the applicant household).
- c) any household member that is subject to a state sex offender lifetime requirement. In order to comply with this provision, a criminal background check will be conducted on all applicants over the age of 18 that includes a check of all state sex offender registration program lists, or a national registration list that includes the information from all states.
- d) any household member for whom there is reasonable cause to believe that the member's behavior, from abuse or pattern of abuse of alcohol, may interfere with the health, safety, and right to peaceful enjoyment by other residents. The screening standards must be based on behavior, not the condition of alcoholism or alcohol abuse.

2. Applicants who fall into the following categories may be rejected. In addition, if other persons that will be living in the unit fall into these categories, the applicant may be rejected. **Note:** The owner shall ensure that the relevant "reasonable" time period is uniformly applied to all applicants in a non-discriminatory manner and in accordance with applicable fair housing and civil rights laws.

- a) criminal convictions that involved physical violence to persons or property, or endangered the health and safety of other persons within the last 10 year(s);
- b) criminal convictions in connection with the manufacture or distribution of a controlled substance within the last 3 year(s); or

c) Other housekeeping, or failure to comply with lease agreements.

**D. Household Characteristics**

Household size or household characteristics were not appropriate for the specific type of unit available at the time of application.

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**E. Unsanitary Housekeeping**

☒ Housekeeping will be considered because home visits are conducted. Housekeeping criteria are not intended to exclude households whose housekeeping is only superficially unclean or disorderly if such conditions do not appear to affect the health, safety or welfare of other residents.

☐ Housekeeping will not be considered because home visits are not conducted.

**F. Exception to Rejection Criteria**

The development has adapted the following policy regarding Extenuating Circumstances: **Note:** Additional references include the Guidance for PHAs and Owners of Federally-Assisted Housing on Excluding the Use of Arrest Records in Housing Decisions, HUD Notice H 2015-10 dated November 2<sup>nd</sup>, 2015. Additionally, HUD Memo dated April 4, 2016, Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions.

Extenuating circumstances will be considered in cases when applicants would normally be rejected. The applicants will have to provide, in writing, the circumstances under which he/she will be an acceptable resident in the future.

**If the applicant is a person with disabilities, Management must consider extenuating circumstances where this would be required as a matter of a Reasonable Accommodation.**

**X. REJECTION PROCEDURES**

**A. Written Notification**

Each rejected applicant will be promptly notified in writing of the reason(s) for rejection (**Exhibit M**). This notice will advise the applicant that he/she may, within 14 days of receipt of the notice (excluding weekends and designated federal holidays), respond in writing or request to meet with Management to discuss the notice.

**B. Review of Rejected Applications**

The applicant will have 14 days (excluding weekends and designated federal holidays) to respond in writing or request a meeting to discuss the rejection. Any meeting with the applicant or review of the applicant's written response will be conducted by a member of Management's staff who did not participate in the decision to reject the applicant.

If the applicant appeals the rejection, the applicant will be given a final written decision from Management within five days (excluding weekends and designated federal holidays) of the applicant's written response or meeting. If the decision is reversed, the applicant will be offered a suitable vacant unit. If no such unit is available, the applicant will be offered the next appropriate unit.

**XI. SPECIAL OCCUPANCY CATEGORIES**

Applicants will be interviewed and processed as authorized in **Sections V through VIII**, with exceptions made as follows:

**A. Persons with Disabilities**

An applicant with disabilities will be given priority for an accessible unit if such applicant deems that this type of unit is appropriate for their household.

If the household determines that the accessible unit is not appropriate for the household's needs, the household's name will be returned to its place on the Development's Waiting Lists, as applicable.

## **XII. NO SMOKING POLICY**

The premises known as Emmett Street Apartments is to be occupied by tenants and members of tenant's household has been designated a smoke-free living environment. Tenant and members of tenant's household shall not smoke anywhere in any interior or exterior areas of the property. This policy applies to all tenants, guests, visitors, service personnel and employees. Tenants are responsible for the actions of their households, their guests and visitors. If a tenant, member of the tenant's household, a guest or visitor of the tenant is observed in violation of this **No Smoking Policy**, it will constitute both non-compliance of a material provision of the tenant's Lease Contract and a serious violation of the Lease Contract.

## **XIII. FIREARMS POLICY**

The Emmett Street Apartments are firearms free properties. The Owner prohibits displaying, controlling, using, or possessing any firearms, ammunition, or other weapons anywhere on or near its properties by applicants, tenants and guests. Unless required by lawful employment and obtained in accordance with law; firearms, ammunition, or other weapons are strictly prohibited on or near the Owner's properties.

## **XIV. POST SELECTION TENANCY REQUIREMENTS**

### **A. Annual Recertification Requirements**

Owners are required to conduct and tenants are required to submit to a recertification of household income and composition at least annually (applicable per program guidelines). Owners must then recalculate the tenants' rents and assistance payments, if applicable, based on the information gathered.

Owner must inform tenants, through written notices, about the tenants' responsibility to provide information about changes in family income or composition necessary to properly complete an annual recertification. These notices include information on the recertification process, requirements, and timelines.

### **B. Interim Recertification Requirements**

To ensure that assisted tenants pay rents commensurate with their ability to pay, tenant must supply information required by the Owner or HUD for use in an interim recertification of family income and composition in accordance with HUD requirements. All tenants must notify the owner when:

1. A family member moves out of the unit;
2. The family proposes to move a new member into the unit;
3. An adult member of the family who was reported as unemployed on the most recent certification or recertification obtains employment; or
4. The families' income cumulatively increases by \$200 or more per month. In addition, tenants may request an interim recertification due to any changes occurring since the last recertification that may affect their total tenant payment or tenant rent and assistance payment for the tenant, including decreases in income, increases in allowances (i.e., increases medical expenses and higher child care costs), and other changes affecting the calculation of a family's annual or adjusted income including but not limited to a family member turning 62 years old, becoming a full-time student, or becoming a person with a disability. Rev. 10/13/2015 pg. 26

### **C. Unit Inspections**

#### **1. Move-In Inspection**

Owner will perform a move-in inspection with tenant prior to execution of a lease using a form to indicate the condition of the unit. The move-in inspection form must be attached to and made a part of the lease agreement. The condition of the unit must be decent, safe, sanitary, and in good repair. If cleaning or repair is required the Owner must specify on the inspection form the date by which the work will be completed. The date must be no more than 30 days after the effective date of the lease. Both the Owner and tenant must sign and date the inspection form. The tenant has 5 days to report any additional deficiencies to the Owner to be noted on the move-in inspection form.

**2. Move-Out Inspection**

Owner will complete a move-out inspection with tenant, if the tenant is available and willing to participate. Upon a tenant's request, he/she must be allowed to attend the move-out inspection conducted by Owner. If a tenant does not wish to participate, the Owner may do the inspection alone. If an Owner determines that the unit is damaged as a result of tenant abuse or neglect, Owner may use the security deposit to cover repair costs in compliance with all applicable local and state laws.

**3. Housekeeping Inspections**

Owner reserves the right to conduct annual inspections as part of the annual recertification process. In addition, where there is reasonable cause to believe that tenant has poor or unsafe housekeeping habits, Owner reserves the right to conduct periodic inspections to ensure that the housing remains decent, safe, and sanitary.

**D. Implementation of House Rules**

The Owner has established written House Rules which are an attachment to every lease agreement. These House Rules shall be compliant with HUD requirements and will not discriminate against individuals based upon membership in any federal, state or local protected class. (See Section E - 2 on page 4 for a list of protected classes).

Owners must give tenants written notice 30 days prior to implementing any new house rules.

**XV. AMENDING THE TENANT SELECTION PLAN**

This Plan may be amended only with the prior written approval of the Organization.

**XVI. CERTIFICATION**

By signing this Plan, Management certifies that the contents of this Plan will be followed as written, and that no other Tenant Selection Plan has been executed for the Development at this time, or will be executed in the future without written approval from the Illinois Housing Development Authority.

**Counterparts and Electronic Signatures.** This Plan may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A signed copy of this Plan transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Plan.

**MANAGEMENT:**

Entity Name: Bickerdike Apartments, LLC

Signature: \_\_\_\_\_

Print Name: Joy Aruguete

Title: Chief Executive Officer

Dated: \_\_\_\_\_

This Plan is acknowledged and agreed to.

**OWNER:**

Entity Name: Emmett Apartments, LP

Signature: \_\_\_\_\_

Print Name: Joy Aruguete

Title: Secretary/Treasurer

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## **EXHIBIT A**

### **RENT STRUCTURE**

<b># of Units</b>	<b>Unit Type</b>	<b>Market Rate</b>	<b>Low-Income</b>	<b>Very Low-Income</b>	<b>Utility Allowance</b>
	Studio				
	1 Bedroom				
	2 Bedroom				
	3 Bedroom				
	4 Bedroom				
	5 Bedroom				

**NOTE:** The rents shown above are the initial rents for the development. After the initial rents, this exhibit will be replaced with a copy of the most recently approved Rent Schedule for the Development.

## **EXHIBIT B**

### **LEASE ADDENDUM FOR ACCESSIBLE UNIT AVAILABILITY**

This addendum to the Lease Agreement between \_\_\_\_\_  
(Lessor)

and \_\_\_\_\_  
(Lessee)

entered into a lease agreement on \_\_\_\_\_.  
(Date)

In order to comply with Section 8.27 of Section 504 of the Rehabilitation Act of 1973, the landlord or its agent must first lease vacant accessible units to current occupants requiring accessibility features of the vacant unit and occupying a unit not having such features. If no such occupants exist, the unit would be leased to an eligible qualified applicant on the waiting list, who requires the accessibility features of the vacant unit. When offering an accessible unit to an applicant not having handicaps requiring the accessibility features of the unit, the landlord must require the applicant to agree to move to a non-accessible unit when available.

The resident noted above has been offered an accessible unit and does not have handicaps requiring such a unit. The resident noted above hereby agrees, upon request of the landlord to transfer to a non-handicapped accessible unit to accommodate a person or person(s) on the wait list who have required such an accessible unit. The resident noted above will be responsible for all moving expenses they incur.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Lessor)

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
(Lessee)

Date Signed: \_\_\_\_\_

**Accepted:**

\_\_\_\_\_  
Owner or its Agent

Date Signed: \_\_\_\_\_

## **EXHIBIT C**

### **VERIFICATION OF PREFERENCE STATUS**

Dear \_\_\_\_\_:

\_\_\_\_\_ (Applicant) SSN# \_\_\_\_\_,

has applied for housing at \_\_\_\_\_ and has indicated that they are eligible for a housing preference given the following circumstance:

**1. State Preferences**

- A. ☐ Displaced from an urban renewal area.
- B. ☐ Displaced by a disaster, such as a fire or flood, that resulted in extensive damage or has destroyed the unit.
- C. ☐ Displaced by an activity carried on by an agency of the United States or by any State or local government body or agency.

**2. Former Federal Preferences**

- A. ☐ An action by an owner which resulted in the applicant's having to vacate his/her unit where:
  - \* the reason for the owner's action is beyond the applicant's ability to control or prevent.
  - \* the action occurred despite the applicant's having met all previously imposed conditions of occupancy.
  - \* the action taken is other than a rent increase.
- B. ☐ Actual or threatened physical violence directed against applicant or one or more members of the applicant's household by a spouse or other member of the applicant's household; or, the applicant lives in a housing unit with such an individual who engages in such violence
- C. ☐ Applicant is living in substandard housing because:  
\_\_\_\_\_
- D. ☐ Applicant lacks a fixed, regular, and adequate nighttime residence.
- E. ☐ Applicant is paying \$\_\_\_\_\_ in monthly rent which is greater than 50% of the household income.

In order to determine the preference status, we are required to verify the preference. Therefore, we would appreciate your completing the certification below and returning this form in the enclosed envelope. This information will be used only for purpose of determining the preference for this applicant.

Sincerely,

I hereby authorize the release of the requested information.

\_\_\_\_\_  
Property Manager

\_\_\_\_\_  
Signature of Applicant

-----  
(Please complete items below, sign and date).

I verify that \_\_\_\_\_ (Applicant's) current living situation meets  
\_\_\_\_\_ preference(s) as cited on the previous page.

Firm or Agency Name \_\_\_\_\_

\_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Firm or Agency Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Date \_\_\_\_\_

## **EXHIBIT D**

### **REJECTION LETTER FOR PREFERENCES**

Re: \_\_\_\_\_ Apartments

Dear \_\_\_\_\_:

In your recent application for \_\_\_\_\_ Apartments, you indicated that you qualify for the following preference(s):

- ☐ Displaced from an urban renewal area.
- ☐ Displaced by a disaster, such as a fire or flood, that resulted in extensive damage or has destroyed the unit.
- ☐ Displaced by an activity carried on by an agency of the United States or by any State or local government body or agency.
- ☐ (List the preferences adopted by the owner)

After reviewing the documentation, which you submitted, we regret to inform you that you do not meet the criteria for receiving a preference based on the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Telephone (voice)

\_\_\_\_\_  
Telephone (TDD)

If you feel this decision has been made in error and wish to provide additional documentation, please contact the rental office at \_\_\_\_\_ (voice) or \_\_\_\_\_ (TDD).

Sincerely,

Property Manager

## **EXHIBIT E**

### **APPLICANT INQUIRY**

Date: \_\_\_\_\_

Dear \_\_\_\_\_:

Thank you for your initial inquiry regarding housing at \_\_\_\_\_. Residents will be selected only from those eligible persons who make formal application. We had numerous inquiries for our apartments.

We are now accepting pre-application cards from interested households. If you are still interested in living at \_\_\_\_\_, please return the enclosed pre-application card by mail as soon as possible.

You may be eligible for a preference if one of the following conditions applies to you have been displaced: from an urban renewal area; by a disaster, such as a fire or flood, or by an activity carried on by an agency of the United States or by any State or local government body or agency. (Also list the preferences adopted by the owner). Households qualifying for a preference will receive assistance before any other applicant households that are not so qualified. If you feel you qualify for a housing preference, complete the appropriate certification form attached to this letter and return it along with your pre-application card by mail.

For households not claiming housing preference, screening will be conducted according to the order in which the pre-application cards were received.

Interviews will be conducted at \_\_\_\_\_. Leasing personnel will be unable to see applicants prior to their scheduled interview. If you have any questions, we will be happy to answer them at the time of your interview.

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Telephone (voice)

\_\_\_\_\_  
Telephone (TDD)

Sincerely,

Property Manager

# **EXHIBIT F**

## **PRE- APPLICATION CARD**

Date Received: \_\_\_\_\_ Time Received: \_\_\_\_\_

Interested person for ☐ 1 BR ☐ 2 BR ☐ 3 BR ☐ other \_\_\_\_\_

(Check all that apply)

Name (Head of Household): \_\_\_\_\_

Address: \_\_\_\_\_

Phone (Home): \_\_\_\_\_ Phone (Work): \_\_\_\_\_

Cell phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Would you be interested in a handicapped accessible unit? ☐ Yes ☐ No

Do you feel you qualify for a housing preference? ☐ Yes ☐ No

Do you live/work in the \_\_\_\_\_ Community? ☐ Yes ☐ No

Annual Household Income: \$ \_\_\_\_\_ Date Apartment Needed? \_\_\_\_\_

Household data: Please list all persons who will occupy the unit:

<b><u>Name</u></b>	<b><u>Age</u></b>	<b><u>Relationship</u></b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

### **Optional and for Federally Subsidized Programs ONLY.**

**ETHNICITY:** ☐ Hispanic or Latino ☐ Non-Hispanic or Non-Latino

<b>RACE:</b>	<input type="checkbox"/> Caucasian	<input type="checkbox"/> African American
	<input type="checkbox"/> Asian	<input type="checkbox"/> American Indian or Alaskan
	<input type="checkbox"/> Native	<input type="checkbox"/> Native Hawaiian or Other Pacific Islander

## EXHIBIT G

### PRE - APPLICATION CARD LOG IN ORDER OF RECEIPT

Check All That Apply

<u>Date Rec'd</u>	<u>Time Rec'd</u>	<u>Name</u>	<u>Unit Type</u>	<u>Housing Preference</u>	<u>Accessible Unit</u>	<u>Income Level – VL/L/M</u>



## EXHIBIT H

### SAMPLE WAITING LIST

Date Rec'd	Time Rec'd	Head of Household	Unit Size	Income Level			Need for Accessible Unit		Comment/Contact	Remove/Rejected Date	Move-in Date	Preference Type
				EL	VL	L	Y	N				
12/3/01	10:30 AM	Mary Tate	2	X				X				Working household preference; Elderly Preference
12/4/01	1:00 PM	Hiroshi Kihara	2		X		X					

# **EXHIBIT I**

## **WAITING LIST UPDATE**

Date: \_\_\_\_\_

Dear \_\_\_\_\_:

We are currently in the process of updating our waiting list for \_\_\_\_\_

\_\_\_\_\_. Some time ago, you expressed an interest in living at our development, and your name was placed on the waiting list.

If you are still interested in living at \_\_\_\_\_,

enclosed is a card that must be returned to \_\_\_\_\_, management office, within 15 days (excluding weekends and designated Federal Holidays). Failure to return this information within this time period will result in your name being permanently removed from the waiting list.

It is not necessary to call or come in to the office at this time, as we do not have anything immediately available.

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Telephone (voice)

\_\_\_\_\_  
Telephone (TDD)

Thank you for your interest in \_\_\_\_\_.

Sincerely,

Property Manager

## **EXHIBIT J**

### **REPLY CARD**

---

**I AM STILL INTERESTED IN LIVING AT**

---

DEVELOPMENT NAME

---

APPLICANT NAME

---

CURRENT ADDRESS

---

HOME PHONE#

---

WORK PHONE#

---

E-MAIL ADDRESS

---

CELL PHONE #

---

UNIT SIZE DESIRED

☐ 0 BR

☐ 1 BR

☐ 2 BR

☐ 3 BR

☐ OTHER

---

## **EXHIBIT K**

### **WAITING LIST ACKNOWLEDGEMENT**

Date \_\_\_\_\_

Dear \_\_\_\_\_:

This letter is to acknowledge receipt of your waiting list update card. Currently you are on our  
\_\_\_\_\_ bedroom waiting list(s).

We do not have an exact time in which you will be contacted regarding an apartment; however, please remember to keep us advised of your current address and phone number.

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Telephone (voice)

\_\_\_\_\_  
Telephone (TDD)

Sincerely,

Property Manager

## **EXHIBIT L**

### **HOME VISIT REPORT**

Applicant Name \_\_\_\_\_

Current Address \_\_\_\_\_

- ☐ The person conducting the Home Visit report is employed by the Management
- ☐ The person conducting the Home Visit is a hired agent of the Management and is employed  
by \_\_\_\_\_

Person Conducting Home Visit \_\_\_\_\_

Date of Applicant's Tenancy in this Unit: From \_\_\_\_\_ To \_\_\_\_\_

---

**1. GENERAL CLEANLINESS**

A. Bedrooms, Living/Dining Room ☐ Good ☐ Acceptable

Explain: \_\_\_\_\_

B. Kitchen Appliances ☐ Good ☐ Acceptable

Explain: \_\_\_\_\_

C. Bathroom ☐ Good ☐ Acceptable

Explain: \_\_\_\_\_

D. Are there any cleaning supplies in the unit? ☐ Yes ☐ No

E. Is there evidence of vermin infestation? ☐ Yes ☐ No

Explain: \_\_\_\_\_

**2. OTHER COMMENTS**

A. Did the applicant have any comments on the unit or its conditions?

\_\_\_\_\_

\_\_\_\_\_

B. Other comments by staff

\_\_\_\_\_

**3. I HAVE READ THE ABOVE HOME VISIT REPORT AND I AM AWARE OF ITS CONTENTS.**

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Inspector's Signature

Date \_\_\_\_\_

Date \_\_\_\_\_

## **EXHIBIT M**

### **APPLICANT REJECTION**

Date \_\_\_\_\_

Dear \_\_\_\_\_:

Thank you for your interest in renting an apartment at \_\_\_\_\_. After careful consideration and review of your application, we regret we are not able to accept your application for tenancy at this time for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_

If you wish to appeal this decision, please contact the \_\_\_\_\_

Management office at \_\_\_\_\_ (voice) or \_\_\_\_\_ (TDD) within 14 days of the date of this letter (excluding weekends and designated federal holidays) to schedule an appointment.

Regardless of whether or not you decide to respond to this notice, you may still exercise other avenues of relief available to you if you believe that you have been discriminated against on the basis of race, color, creed, religion, sex, national origin, age, familial status, ancestry, unfavorable military discharge, marital status, receipt of governmental assistance, handicap, sexual orientation, or gender identity.

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

\_\_\_\_\_  
\_\_\_\_\_  
Name

\_\_\_\_\_  
\_\_\_\_\_  
Address

\_\_\_\_\_  
\_\_\_\_\_  
City

\_\_\_\_\_  
\_\_\_\_\_  
State

\_\_\_\_\_  
\_\_\_\_\_  
Zip

\_\_\_\_\_  
\_\_\_\_\_  
Telephone (voice)

\_\_\_\_\_  
\_\_\_\_\_  
Telephone (TDD)

Sincerely,

Property Manager

# **ADDENDUM 1**

## **SOCIAL SECURITY NUMBER REQUIREMENTS**

The head of household/spouse/co-head must disclose social security numbers (SSN's) for all household members. In addition, applicants must provide adequate documentation or acceptable evidence of the SSN including any of those listed below:

- Original Social Security card
- Driver's license with SSN
- Identification card issued by a federal, state or local agency, a medical insurance provider, or an employer or trade union
- Earnings statements on payroll stubs
- Bank statement
- Form 1099
- Benefit award letter
- Retirement benefit letter
- Life insurance policy
- Court records

Applicants do not need to disclose or provide verification of a SSN to be placed on the waiting list; however applicants must disclose a SSN and provide adequate documentation to verify each SSN for all non-exempt household members before they can be housed.

If household members have not disclosed and/or provided verification of the SSN at the time a unit becomes available, the next eligible applicant must be offered the available unit.

The applicant who has not provided required SSN has 90 days from the date they are first offered an available unit to disclose/verify the SSN. During this 90-day period, the applicant may retain its place on the waiting list. After 90 days, if the applicant has been unable to supply the SSN documentation the applicant will be determined ineligible and removed from the waiting list. An additional 90 days will be granted if the failure to provide documentation of a SSN is due to circumstances that are outside the control of the applicant.

Individuals who have applied for legalization under the Immigration and Reform Control Act of 1986 will be able to disclose their SSN, but unable to supply the cards for documentation. SSN are assigned to these persons when they apply for amnesty. The cards are forwarded to the Department of Homeland Security (DHS) until the persons are granted temporary lawful resident status. Until that time, their acceptable documentation is a letter from the DHS indicating social security numbers have been assigned.

## **ADDENDUM 2**

### **(Section 811 Only)**

#### **ENTERPRISE INCOME VERIFICATION (EIV)**

HUD has developed a web-based computer system containing employment and income information on individuals participating in HUD's rental assistance programs.

The EIV system provides the owner and/or manager of the property with income information and employment history for applicants and residents. This information is used to meet HUD's requirement to independently verify employment and/or income when applicants certify for rental assistance.

This development will use EIV to perform an Existing Tenant Search Report for all applicants. This report identifies applicants applying for assisted housing that may be receiving rental assistance at the time of application processing at another location.

Owners/Agents must:

1. Run this report at the time they are processing an applicant for admission to determine if the applicant or any applicant household members are currently being assisted at another Multifamily Housing or Public and Indian Housing (PIH) location.
2. Provide a copy of the handout "EIV & You" (see attached) for all new applicants.

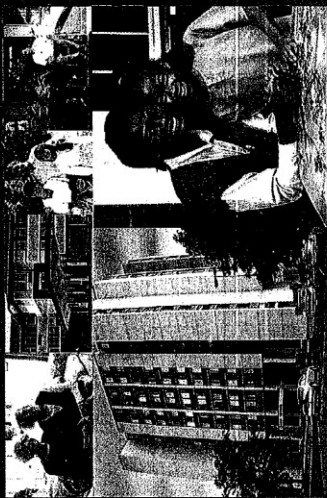




RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT

# EIV & You

ENTERPRISE INCOME VERIFICATION



**What YOU Should Know**  
if You are Applying for or are Receiving  
Rental Assistance through the Department of  
Housing and Urban Development (HUD)

## What is EIV?

EIV is a web-based computer system containing employment and income information on individuals participating in HUD's rental assistance programs. This information assists HUD in making sure "the right benefits go to the right persons".



## What income information is in EIV and where does it come from?

- The Social Security Administration:
  - Social Security (SS) benefits
  - Supplemental Security Income (SSI) benefits
  - Dual Entitlement SS benefits

The Department of Health and Human Services (HSS) National Directory of New Hires (NDNH):

- Wages
- Unemployment compensation
- New Hire (W-4)

## What is the information in EIV used for?

The EIV system provides the owner and/or manager of the property where you live with your income information and employment history. This information is used to meet HUD's requirement to independently verify your employment and/or income when you recertify for continued rental assistance. Getting the information from the EIV system is more accurate and less time consuming and costly to the owner or manager than contacting your income source directly for verification.

Property owners and managers are able to use the EIV system to determine if you:

- correctly reported your income

They will also be able to determine if you:

- Used a false social security number
- Failed to report or under reported the income of a spouse or other household member
- Receive rental assistance at another property

## Is my consent required to get information about me from EIV?

Yes. When you sign form HUD-9887, Notice and Consent for the Release of Information, and form HUD-9887-A, Applicant's/Tenant's Consent to the Release of Information, you are giving your consent for HUD and the property owner or manager to obtain information about you to verify your employment and/or income and determine your eligibility for HUD rental assistance. Your failure to sign the consent forms may result in the denial of assistance or termination of assisted housing benefits.

## Who has access to the EIV information?

Only you and those parties listed on the consent form HUD-9887 that you must sign have access to the information in EIV pertaining to you.

## What are my responsibilities?

As a tenant in a HUD assisted property, you must certify that information provided on an application for housing assistance and the form used to certify and recertify your assistance (form HUD-50059) is accurate and honest. This is also described in the *Tenants Rights & Responsibilities* brochure that your property owner or manager is required to give to you every year.



#### Penalties for providing false information

Providing false information is fraud. Penalties for those who commit fraud could include eviction, repayment of overpaid assistance received, fines up to \$10,000, imprisonment for up to 5 years, prohibition from receiving any future rental assistance and/or state and local government penalties.

#### Protect yourself, follow HUD reporting requirements

When completing applications and recertifications, you must include all sources of income you or any member of your household receives. Some sources include:

- Income from wages
- Welfare payments
- Unemployment benefits
- Social Security (SS) or Supplemental Security Income (SSI) benefits
- Veteran benefits
- Pensions, retirement, etc.
- Income from assets
- Monies received on behalf of a child such as:
  - Child support
  - AFDC payments
  - Social security for children, etc.

If you have any questions on whether money received should be counted as income, ask your property owner or manager.

When changes occur in your household income or family composition, immediately contact your property owner or manager to determine if this will affect your rental assistance.

Your property owner or manager is required to provide you with a copy of the fact sheet "How Your Rent Is Determined" which includes a listing of what is included or excluded from income.



#### What if I disagree with the EIV information?

If you do not agree with the employment and/or income information in EIV, you must tell your property owner or manager. Your property owner or manager will contact the income source directly to obtain verification of the employment and/or income you disagree with. Once the property owner or manager receives the information from the income source, you will be notified in writing of the results.

#### What if I did not report income previously and it is now being reported in EIV?

If the EIV report discloses income from a prior period that you did not report, you have two options: 1) you can agree with the EIV report if it is correct, or 2) you can dispute the report if you believe it is incorrect. The property owner or manager will then conduct a written third party verification with the reporting source of income. If the source confirms this income is accurate, you will be required to repay any overpaid rental assistance as far back as five (5) years and you may be subject to penalties if it is determined that you deliberately tried to conceal your income.

#### What if the information in EIV is not about me?

EIV has the capability to uncover cases of potential identity theft; someone could be using your social security number. If this is discovered, you must notify the Social Security Administration by calling them toll-free at 1-800-772-1213. Further information on identity theft is available on the Social Security Administration website at: <http://www.ssa.gov/pubs/10064.html>.

#### Who do I contact if my income or rental assistance is not being calculated correctly?

First, contact your property owner or manager for an explanation.

If you need further assistance, you may contact the contract administrator for the property you live in, and if it is not resolved to your satisfaction, you may contact HUD. For help locating the HUD office nearest you, which can also provide you contact information for the contract administrator, please call the Multifamily Housing Clearinghouse at 1-800-685-8470.



#### Where can I obtain more information on EIV and the income verification process?

Your property owner or manager can provide you with additional information on EIV and the income verification process. They can also refer you to the appropriate contract administrator or your local HUD office for additional information.

If you have access to a computer, you can read more about EIV and the income verification process on HUD's Multifamily EIV homepage at: [www.hud.gov/offices/hsg/mfh/rhip/eiv/eivhome.cfm](http://www.hud.gov/offices/hsg/mfh/rhip/eiv/eivhome.cfm).



JULY 2009

## **ADDENDUM 3**

### **Housing Choice Voucher Program Administrative Plan**

DRAFT