



**MINNISINK VILLAGE**  
**TENANT SELECTION POLICY**

Minnisink Village has formulated a Tenant Selection Plan which meets New Jersey Housing (NJHMFA) requirements and the Department of Housing and Urban Development (HUD) requirements. This Plan establishes a set policy which will be consistently applied to all applicants. Minnisink Village is located in the Borough of Matawan, County of Monmouth and State of New Jersey. The population served by Minnisink Village is the elderly (62 years and older). The complex has 108 units.

I. **PROJECT ELEGIBILITY REQUIREMENTS**

The population served by Minnisink Village is **Elderly Family**. An elderly family means a family whose head or spouse or sole member is a person who is at least **62 years of age**. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides. See Paragraph H for maximum family size per unit size. Prior to being placed on the waiting list and again during processing for occupancy, an applicant must meet **all** of the below listed specific requirements:

- A. The **applicant must be at least sixty-two (62) years of age** and must provide proof of age.
- B. At the time of move-in, applicant will become head of household, and a co-tenant who is part of applicant's household can be under the age of sixty-two (62) years. Said co-tenant will be permitted to reside in the apartment prior to attaining the age of sixty-two (62) years as long as the applicant (tenant) continues to reside in the apartment. All co-tenants agree to the rules, regulations, screenings, etc., contained herein.
- C. Income Limits. HUD establishes income limits and revises them annually to ensure that federal rental assistance is provided only to low income families. In order for an applicant to be eligible for occupancy at Minnisink Village, the applicant family's annual income must not exceed the then current "low income" limit for Monmouth County, NJ published annually and available at [www.huduser.org/portal/index.html](http://www.huduser.org/portal/index.html). **Subsidy is calculated based on tenant's income, including any co-tenant's**

**income, if applicable** (subject to adjustment for adult dependents who are full time students, per HUD regulations).

- D. The applicant must agree to pay the rental amount established.
- E. Social Security Number Disclosure. See section II below.
- F. The unit must be the household's (tenant and co-tenant) only residence. Assistance may not be provided to households who will maintain another residence in addition to the assisted unit.
- G. Applicants are selected off the waiting list in the order the application is received (See Section VI below) with the exception of income targeting requirements (see Section IV below)
- H. Household composition is as follows: Applicants must meet the definition of an elderly family (one tenant must be 62 years old). Unit size requirements. The applicant must abide by the following unit size requirements/restrictions:

Bedroom Size	Minimum Family Size	Maximum Family Size
0	1	1
1	1	2

- 1. No more than two people will be allowed per bedroom.
- 2. In order to maximize the use of available housing, management will strive for occupancy of two persons per bedroom. Valid exceptions to this policy:
  - a. State or local occupancy laws which restrict the number of occupants.
  - b. A handicapped or elderly adult requiring live-in assistance. However, the final decision is at the discretion of the tenant.
  - c. Compliance with applicable HUD regulation regarding assignment of a larger unit.
- I. Violence Against Women Act (VAWA). See Section VII.
- J. Limited English Proficiency. LEP. See attached form which must be completed by all applicants. It is called Statement Regarding English Proficiency at Minnisink Village. See also Addendum for details on assistance provided.
- K. Childcare/Grandparent
  - 1. Must show proof of legal guardianship of child.
  - 2. Must abide by the maximum family size as described in this Project Eligibility Criteria.

## II. SOCIAL SECURITY NUMBERS

- A. The applicant must disclose his or her Social Security number as well as the Social Security numbers (SSN) of all household members over the age of six by providing a copy of SSN documentation.
- B. If the required document is not available, applicant must certify that the number is accurate but that the acceptable documentation could not be provided at this time. The applicant must provide SSN documentation within 60 days from the date on which the applicant certified that the documentation was not available. After 60 days,

if the applicant has not supplied the required SSN documentation, the applicant shall be determined to be ineligible and shall be removed from the waiting list.

- C. The requirement to provide SSN documentation is waived for those household members who do not contend eligible immigration status or applicants who were age 62 or older as of January 31, 2010 and were receiving HUD rental assistance at another location on January 31, 2010.

### III. RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS

- A. Assistance can only be provided for applicants and their household members if they are United States Citizens, U.S. Nationals or have eligible immigration status.
- B. Applicants and all household members claiming to be a U.S. Citizen or a U.S. National must sign a declaration attesting to such status and provide proof of such status. When the household member is a minor child, the declaration must be signed by the legal guardian.
- C. Applicants and all household members claiming to have eligible immigration status must sign a declaration attesting to such status and provide INS document supporting said status. When a household member is a minor child, the declaration must be signed by the legal guardian.
- D. All information provided in support of eligible immigration status will be independently verified through the U.S. Citizenship and Immigration Service (USIS) S.A.V.E. software before eligibility can be determined. The results of this verification will be used to determine eligibility.
  - 1. Assistance can only be provided for the head of household member whose eligible immigration status has been verified.
  - 2. Should the household contain an ineligible household member, assistance may be provided in accordance with HUD regulations.

### IV. INCOME LIMITS

Each year 40% of the annual new move-ins at Minnisink Village will be reserved for Extremely Low Income applicants (at or below 30% of the area median income). Minnisink Village will periodically review the composition of admissions to confirm that the 40% target will be met for the fiscal year. If Minnisink Village's periodic review reveals that the admissions of extremely low income applicants is below the 40% requirement, Minnisink Village will only admit extremely low income applicants until the 40% target is met. In chronological order, Minnisink Village will select eligible applicants from the waiting list whose incomes are at or below the Extremely Low Income limit to fill the first 40% of expected vacancies in the property. Once this target has been reached, Minnisink Village will admit applicants in waiting list order. Any applicant passed over in favor of an applicant with Extremely Low Income will maintain his or her place on the waiting list.

## V. MARKETING

- A. Advertising that applicants are being accepted for available units or for placement on a waiting list for currently unavailable units will be in accordance with the Affirmative Fair Housing Marketing Plan.
- B. A written application must be completed by all applicants. An applicant may request that an application be mailed to them. In addition to the application, a copy of the Tenant Selection Policy (with VAWA attachment) will be provided to all applicants as well as HUD Forms 9887 and 92006. No application will be issued if the waiting list is closed. The waiting list will be closed in whole or in part should the wait for any particular unit size become in excess of two (2) years.
- C. Minnisink Village shall maintain a waiting list, per the HUD approved Affirmative Fair Housing Marketing Plan. The waiting list will be closed in whole or in part should the estimated wait become in excess of two (2) years. Prior to closing the waiting list, a notice will be published on the Minnisink Village website (Minnisink.com) with a 30 day warning that the waiting list will be closed on a specific date. This notice will also state a specific date for prospective tenants to check back for re-opening status. The below example would be published on our website on September 15<sup>th</sup> for a waiting list to be closed on October 15<sup>th</sup>.

*The waitlist will be closing on October 15<sup>th</sup>. All applications postmarked after said date or dropped off at the office after said date will be returned to the applicant. Please check this website on or after December 15<sup>th</sup> for updates on the opening of the waiting list. **The waiting list will not re-open prior to January 15<sup>th</sup>**. Applications postmarked prior to January 15<sup>th</sup> or dropped off at the office prior to January 15<sup>th</sup> will be returned to the applicant.*

The above language will be used to update the website in 30 day increments (i.e., in the above example, if we determine that we should not open the list on January 15<sup>th</sup>, we would update the website to state that the list will not re-open prior to February 15<sup>th</sup>.) No applications will be accepted during the time the waiting list is closed nor will any blank applications be provided to prospective tenants. This is to ensure that prospective tenants will be using the current forms when applying.

## VI. APPLICATIONS

- A. A written application must be completed by all applicants. An applicant may arrange to pick up an application at the rental office or request that an application be mailed to him or her. In addition to the application, a copy of the Tenant Selection Policy will be provided to all applicants as well as other HUD application forms. No application will be issued if the waiting list is closed. The waiting list will be closed in whole or in part should the wait for any particular unit size become in excess of two (2) years.
- B. As completed applications are received in the rental office, they are stamped with date and time received, numbered consecutively and placed on the waiting list.

Income Targeting is the only preference given to waitlist applicants (see Section IV above). No other preferences are given to applicants on the waiting list. Date and Time Received are the criteria used to determine waiting list priority. Minnisink Village maintains two separate waiting lists:

1. Waiting list for first available apartment (studio or one bedroom).
  2. Waiting list for one bedroom apartment.
- C. All waiting list applicants remain on the waiting list until:
1. Admittance to a unit; or
  2. Rejection due to failure to meet eligibility criteria; or
  3. Voluntarily refusing to accept a unit when offered; or
  4. Failure to respond to a written notice of unit availability.
- D. It is the responsibility of the applicant to keep management informed of any change of address, telephone number or other contact information during the period applicant remains on the waiting list. Failure to provide up to date information will result in applicant being removed from the waiting list if management cannot contact applicant.
- E. After placing an applicant on the waiting list, the following steps will occur:
1. Applicants on the waiting list will be notified first by telephone and then by written letter, if he or she could not be reached by telephone, when his or her name is near the top of the list. If applicant does not respond to the written notification within five business days, his or her name will be removed from the waiting list.
  2. If management cannot fill a vacancy in a studio apartment after contacting all applicants on the first available apartment waiting list, management may offer to move a tenant to the first available one bedroom apartment after the tenant has been a resident in the studio apartment for at least one year. Said agreement between the tenant and Minnisink Village will be in writing. Any claim of a verbal agreement by a tenant will be considered invalid.
  3. Applicant will be scheduled for an in person interview for him or her to view a sample apartment. They may not be able to see the specific apartment that will be available, but the sample apartment will be of the same size and dimensions.
  4. Applicant will be advised of the pet rules and regulations and will be informed of the No Smoking Policy. Applicant will also be advised of resources available to limited English proficiency applicants.
  5. Applicant will be asked to review his or her previously provided application and to make any necessary changes to said application. During the interview, the program requirements, verification procedures and penalties for false information will be explained. If applicant needs further time to provide the necessary information, he or she will be given five (5) business days to deliver the necessary information to Minnisink Village. If applicant does not provide the necessary information after five (5) business days, he or she will be informed in writing that his or her name has been removed from the waiting list.
  6. Applicants must sign consent forms and, as necessary, verification documents so that Minnisink Village can verify sources of household income. The applicant

will be considered ineligible if he or she refuses to sign applicable consent and verification forms. All applicants must sign the HUD-required consent forms (Form HUD-9887 Notice and Consent for Release of Information and Form HUD-9887A Applicant's/Tenant's Consent to the Release of Information).

7. Applicants must sign an Authorization to Obtain Information which will permit Minnisink Village to obtain credit reports, criminal background reports, prior landlord reports, income verification and employment reports.
8. A final decision on eligibility cannot be made until all verifications are completed and approved by New Jersey Housing.
9. Applicant will be advised that HUD will compare the information supplied with information that federal, state or local agencies have concerning the applicant's income and household income.
10. Applicants on the waiting list who refuse an available apartment will be removed from the waiting list. Management will request applicant to put said refusal in writing; however failure to provide said written refusal will not prevent applicant from being removed from the waiting list. Applicant may request in writing to be placed at the end of the waiting list. Verbal requests to be placed at the end of the waiting list will not be valid. Applicant must make said written request to be placed at the end of the waiting list at the time he or she refuses an available apartment. In no event will applicant be allowed to make said request after five (5) days have elapsed from the date of the personal interview.

## VII. TENANT SCREENING REVIEW

- A. All applicants must meet the Project Eligibility Criteria and other requirements set forth herein.
- B. All eligible applicants and household members must agree to sign an authorization form allowing Minnisink Village to perform a background check for the following:
  1. Credit history.
  2. Prior landlord reference (per signed authorization by prospective tenant).
  3. Criminal background check, as Federal law requires.
  4. Illegal drug usage.
  5. Sex offender registration information.
  6. The Enterprise Income Verification System (EIV) will be accessed for all move-ins to verify that a double subsidy does not exist at the time of the move-in and to verify all reported income. The EIV "Existing Tenant Query" search will be used to perform this check. The Income Detail Report, Income Summary & Income Discrepancy reports will be processed to verify move-in information provided by the applicant. The Enterprise Income Verification System (EIV) will be accessed for all tenant annual re-certifications to verify all reported income. All queries to the EIV database will be made in accordance with Minnisink Village's EIV Security and Procedure Policy. Information obtained from the EIV system will be used to determine a tenant's rent.

7. Electronic immigration status will be verified through S.A.V.E. of the U.S. Citizenship and Immigration Services (USCIS).

### VIII. TENANT REJECTION CRITERIA

The tenant screening and rejection criteria applies to all individuals listed as head of household, spouse or co-head of household as well as all individuals who are expected or propose to reside in the unit. An applicant and/or any additional household member who is proposed to reside in the unit will be refused occupancy for one or more of the following reasons:

- A. If an applicant fails to meet one or more of the eligibility criteria.
- B. If the applicant submits false information about themselves or any household member.
- C. If the applicant is unable to produce and/or verify the social security number of all household members (see Section II for exceptions).
- D. Poor credit history which is indicated by any credit history that is an indication of irresponsible behavior that indicates future problems for Minnisink Village.
- E. Poor landlord references which would be indicated when a previous landlord shows the applicant to be:

1. Continually late in payment of rent; or
2. A source of conflict with management and/or other residents; or
3. Destructive to his or her apartment or other public areas; or
4. In violation of previous lease agreements.

All landlord references will be requested by sending previous landlords a Request to Prior Landlord signed and authorized by prospective tenant. If prior landlord does not return said Request, a follow up may be made by phone. Said follow up will have a record kept of statements made indicating the date, time and person spoken to. After oral representations are recorded, an additional request will be made for a written landlord reference. We will not deny tenancy to a potential resident on the basis of a tenant having experienced a prior bed bug infestation.

- F. Adverse police record which would be indicated by the following:
  1. Eviction from another federally assisted site for drug related criminal activity.
  2. Currently engaging in abuse of alcohol.
  3. Currently engaging in illegal drug use.
  4. Any arrests for assault and/or battery.
  5. Any felony conviction.
  6. Domestic or any other violence.
  7. Criminal history related to a sexual offense.
- G. If the applicant is under the age of sixty-two (62) years of age or was under the age of sixty-two (62) years of age when added to the waitlist.
- H. Any indication that the applicant cannot adequately sustain decent levels of habitability or control of dependents so as to adversely affect the property of other residents.

- I. A personal interview and/or information that indicates the applicant or any household member would be a threat to the safety and well-being of the property and/or other residents.
- J. A personal interview and/or information that indicate the application will be unable to comply with the terms of the lease agreement.

IX. TENANT REJECTION NOTIFICATION

- A. Each rejected applicant will be promptly notified in writing of the reasons(s) for rejection. This notice will advise the applicant that he or she may, within fourteen (14) days of receipt of the notice, request in writing a meeting to discuss the reason(s) for rejection.
- B. Should the applicant request a meeting to discuss the rejection, at such meeting, applicant will be provided with copies of the documentation relied upon by Minnisink Village in making the determination that applicant did not meet the eligibility requirements. In addition to the manager who made the decision to reject the applicant, an additional representative of Minnisink Village will be present at such meeting to discuss the reason(s) for the rejection.
- C. Should applicant believe that anything contained in the documentation relied upon by Minnisink Village to reject his or her tenancy is inaccurate, applicant should exercise any legal or other rights he or she may have to correct such information. In no event shall it be the responsibility of Minnisink Village to correct such information.

X. UNIT TRANSFER.

- The decision to allow unit transfer will be at the sole discretion of management. The following criteria will be followed. After move-in a tenant may be transferred to another unit in the complex if one of the following conditions exists:
- A. The current unit becomes overcrowded due to a change in the family size and/or composition.
  - B. The current unit becomes overcrowded because of the need for a hospital bed, home health aide or other documented medical problems.
  - C. Reasons listed in the attached Notice of Occupancy Rights under the Violence Against Women Act (HUD Form 5380). **All documentation concerning unit transfer requests under VAWA will be kept in a separate file and separate secure location.**
  - D. If a member of the household meets the definition of an “Individual with a Handicap” as contained in Section 504 of the Rehabilitation Act of 1973; a transfer may be considered as a reasonable accommodation.
  - E. A Request for Transfer form will be completed for any tenant requesting such transfer. No such request will be approved if the tenant is under an eviction order, has unacceptable housekeeping or has a balance due (to include but not limited to rent, late charges, damages, bounced check charges or any other charges in addition to rent that is referenced in the lease and rules and regulations).



- F. Once the need for transfer has been verified by the on site manager, the family will be placed on the transfer list. Vacant units will be occupied by tenants from the transfer list prior to selecting applicants from the waiting list. Priority within the transfer list shall be given in this order:
  - 1. If the available unit is a “handicap unit” (in the case of Minnisink Village, these units have roll in showers and lower height kitchen cabinets):
    - a. Tenant requesting a transfer to a “handicap unit” due to need for a “reasonable accommodation” under the Fair Housing Act;
    - b. Tenant requesting a transfer under Violence Against Women Act;
    - c. Tenant requesting a transfer due to overcrowding because of the need for a hospital bed, home health aide or other documented medical problems; or change in family size and/or composition.
  - 2. If the available unit is not a “handicap unit”
    - a. Tenant requesting a transfer under Violence Against Women Act;
    - b. Tenant requesting a transfer due to need for a “reasonable accommodation” under the Fair Housing Act;
    - c. Tenant requesting a transfer due to overcrowding because of the need for a hospital bed, home health aide or other documented medical problems; or change in family size and/or composition.
- G. Any expenses incurred by the tenant in transferring apartments will be at the sole expense of the tenant unless there has been a prior written agreement between Minnisink Village and the tenant; however, Minnisink Village will pay for a tenant’s move based on a reasonable accommodation transfer for medical reasons or a disability.
- H. Requests to move selected family members into separate units will not be considered unit transfers. These are new move-ins and will require placement on the regular waiting list.

## XI. DISCRIMINATION

- Minnisink Village does not discriminate for any reason, including race, color, age, religion, sex, national origin, language, disability or familial status. Minnisink Village abides by the requirements cited in Section 504 of the Rehabilitation Act of 1973, the Fair Housing Act and other relevant civil rights laws and statutes. The Fair Housing Act prohibits discrimination in most housing and housing-related transactions with respect to the following bases: race; color; religion; sex; disability; familial status; or national origin. Specifically Minnisink Village will not:
- 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 building or wing;
  - D. Restrict anyone’s access to any benefit enjoyed by others in connection with the 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 levels 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;
- I. Discriminate in the provision of brokerage services or in residential real estate transactions;
- J. Discriminate against someone because of that person's relation to or association with another individual; or
- K. Retaliate against, threaten or act in any manner to intimidate someone because he or she has exercised rights under the Fair Housing Act.

Minnisink Village will provide reasonable accommodation to persons with disabilities, pursuant to the Fair Housing Act.

XII. VAWA (Violence Against Women Act).

See attached Notice of Occupancy Rights under the Violence Against Women Act (HUD Form 5380) which details all of the tenant rights under this Act as well as the policies of Minnisink Village. See also attached Lease Addendum (HUD Form 90067). The provisions of these documents are incorporated into this Tenant Selection Policy. Specifically, Minnisink Village will:

- A. Provide tenants the option to complete the Certification of Domestic Violence, Dating Violence or Stalking, form HUD-91066. The certification form will be made available to all eligible families at the time of admission or, in the event of a termination or start of an eviction for cause proceeding, the certification may be enclosed with the appropriate notice, directing the family to complete, sign and return the form within fourteen (14) business days. Minnisink Village may extend this time period at its discretion.
- B. Alternately, in lieu of the certification form or in addition to it, Minnisink Village will accept:
  - a. A federal, state, tribal, territorial, or local police record or court record, or;
  - b. Documentation signed by an employee, agent, volunteer of a victim service provider, an attorney, or medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking or, the effects of the abuse in which the professional attests under penalty of perjury under 28 U.S.C 1746 to the professional's belief that the incident or incidents are bona fide incidents of abuse, and the victim of domestic violence, dating violence or stalking has signed or attested to the documentation.

- c. Minnisink Village, at its discretion, may provide assistance to an individual based solely upon the individual's statement or other corroborating evidence. Minnisink Village will carefully evaluate abuse claims as to avoid conducting an eviction based on false or unsubstantiated accusations.
  - d. Minnisink Village is mindful that the delivery of the certification form to the tenant via mail may place the victim at risk. Therefore, in order to mitigate risks, Minnisink Village will work with the tenant in making acceptable delivery arrangements, such as inviting them into the office to pick up the certification form or making other discreet arrangements.
- C. Confidentiality of Information. The identity of the victim and all information provided to owners relating to the incident(s) of domestic violence, dating violence or stalking will be retained in confidence by Minnisink Village and will not be entered into any shared database or provided to a related entity, except to the extent that the disclosure is:
- a. Requested or consented to by the individual in writing;
  - b. Required for use in an eviction proceeding; or
  - c. Otherwise required by applicable law.
- The HUD-approved certification form provides notice to the tenant of the confidentiality of the form and the limits thereof.
- D. Retention of information. Minnisink Village will retain all documentation relating to an individual's domestic violence, dating violence or stalking in a separate file that is kept in a separate secure location from other tenant files.
- E. VAWA Lease Addendum. Minnisink Village requires that tenants sign the VAWA lease addendum, form HUD-91067.

### XIII. ADDENDUM

See Addendum attached for additional resources and information. Said Addendum is made a part hereof.

ADDENDUM

I. LANGUAGE ASSISTANCE PLAN FOR LIMITED ENGLISH PROFICIENCY (LEP) RESIDENTS

Minnisink Village will ensure nondiscrimination by taking all reasonable steps to ensure meaningful access to persons with Limited English Proficiency (LEP).

As much as possible we rely, for financial reasons, on volunteers to translate.

- A. We have an in house resident who speaks fluent Spanish.
- B. We engage an outside individual referred to us by Jewish Family Services to translate documents.
- C. We have an in house resident who speaks fluent Chinese.
- D. We rely on a family member for Arabic translation.

In the event that an applicant has no knowledge of English, we will enlist, if necessary, the assistance of a social service agency administering to that population.

Four Factor Analyses for Minnisink Village

- A. Number and proportion of LEP residents as of January 2017:

<u>108 Households</u>	<u># of Residents</u>	<u>Percentage of Residents</u>
Hispanic (Spanish speaking)	6	5.5%
Asian (various languages)	9	8.3%
Egyptian	1	0.9%

- B. Frequency with which LEP persons come into contact with our program.

1. Applicants on waiting list.

When contacting someone on our list who shows LEP (via phone), a suitable person to translate will be utilized. During the interview and screening, either a family member or a translator will be utilized depending on the applicant's preference. All documents available in the language will be used including the house rules and leases, if available.

2. Existing residents.

- a. Existing tenants will be provided with translation services of family members and other residents. If that isn't accepted, we will utilize service organizations that have agreed to assist us.
- b. We will target language services, including Google Translate, where they are most important, such as vital documents (lease, house rules) but also in notices dealing with health & safety as well as the availability of programs and services and recreational activities.
- c. Regardless of whether or not the tenant has been given a translated lease, the tenant will need to sign only the English version of the lease.

- C. Importance of service information, program or activity

1. Since Minnisink Village stresses the importance of social activities, we will provide translation of our most special events for LEP populations of 2% of or more of any one specific language.
  2. We will make every effort to provide our LEP residents with information about support services, transportation and outside agencies that offer help.
  3. Specific agencies will be contacted for any emergency communication that needs to occur, i.e., police, fire, American Red Cross, etc.
- D. Costs vs. Resources and Benefits
- In matters that are most important, i.e., legal and safety issues, we will secure language and translation services, including Google Translate, and will pay for such services when necessary. Mostly we will rely on family members, Google Translate, and agencies that have agreed to work for us.

Related Items

- A. Implementation has been as of April 2007 for staff to follow LEP policies and procedures.
- B. Services Available:
  1. Translation of vital documents – written
  2. Translation of important notices – written
  3. Translation of important issues – oral
- C. A list of persons needing language assistance will be kept by the manager so that ongoing services can be offered. Residents will be asked (by a translator if necessary) if they would like language assistance provided at recertification time by an agency, a family member or another resident. If none of these are suitable, the cost for an official translator will be investigated.
- D. As a small complex, our level of services will be comprehensive enough for our needs. While services must be provided for legal issues, we will continue to monitor the need for additional language services to provide access for health & safety, recreational & social programs and notices of special activities or building circumstances.
- E. We will provide staff training to recognize when to use translators.
- F. We will offer multiple language notices to LEP persons informing them that language services are available if needed at no cost.

List of Interpreters

In House

Family member

Agencies

Jewish Family Services

Translated Documents

Model Lease

House Rules

Fair Housing Notices

## II. INSURANCE

Minnisink is not responsible for the loss of or damage to any personal property (furniture, furnishings, clothing, etc.) contained in the tenant's apartment; unless such loss or damage is caused by the negligence of the Landlord. The Landlord is not responsible for the loss of or damage to any vehicles parked on the premises or driving through the premises, unless such loss or damage is caused by the negligence of the Landlord. Determination of negligence shall be the responsibility of the Landlord's liability insurance carrier, and the Landlord will present any claims to said carrier for determination. Damage caused by Acts of God (wind, storm, etc.) are not covered by the Landlord's liability insurance policy. It is recommended that all tenants obtain coverage for loss of personal property (tenant's insurance) from his or her personal insurance carrier and to carry insurance to cover any losses or damage to his or her vehicle.

## III. TENANT RULES AND REGULATIONS

See attached forms and Tenant Manual which will be provided to all tenants.

## IV. NO SMOKING POLICY

For the health and safety of our residents, visitors and staff, Minnisink Village has implemented policies to become a smoke free complex.

- A. New Residents. All prospective residents will be advised that they may not smoke anywhere within the complex, including their individual apartments, all outside areas, the community room and the laundry room.
- B. Existing Residents. Tenants residing in the complex prior to March 1, 2017 will be "grandfathered" and will be permitted to smoke in their individual apartments only. No guests, visitors, home health aides or employees will "grandfathered" and are **not** permitted to smoke in the apartment.
- C. All Residents, Visitors, Employees and Home Health Aides are prohibited from smoking in any of the common areas of the complex, including all outdoor spaces, the community room and laundry room. No person is "grandfathered" for this rule. Any person choosing to smoke must physically leave the property in order to do so. All residents and prospective residents must sign a copy of this policy to indicate their understanding and willingness to comply. Failure to adhere to this policy will be a lease violation.

## **MINNISINK VILLAGE**

### **Notice of Occupancy Rights under the Violence Against Women Act**

#### **To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>1</sup> The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **Minnisink Village** is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

#### **Protections for Applicants**

If you otherwise qualify for assistance under the **Minnisink Village** HUD rental assistance program, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

#### **Protections for Tenants**

If you are receiving assistance under the **Minnisink Village** HUD rental assistance program, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under the **Minnisink Village** HUD rental assistance program solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

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<sup>1</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

## **Removing the Abuser or Perpetrator from the Household**

**Minnisink Village** may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If **Minnisink Village** chooses to remove the abuser or perpetrator, **Minnisink Village** may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, **Minnisink Village** must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, **Minnisink Village** must follow Federal, State, and local eviction procedures. In order to divide a lease, **Minnisink Village** may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

## **Moving to Another Unit**

Upon your request, **Minnisink Village** may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, **Minnisink Village** may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

**(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

**(2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

**(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which



you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

**Minnisink Village** will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

**Minnisink Village's** emergency transfer plan provides further information on emergency transfers, and **Minnisink Village** must make a copy of its emergency transfer plan available to you if you ask to see it.

### **Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

**Minnisink Village** can, but is not required to, ask you to provide documentation to “certify” that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from **Minnisink Village** must be in writing, and **Minnisink Village** must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. **Minnisink Village** may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to **Minnisink Village** as documentation. It is your choice which of the following to submit if **Minnisink Village** asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by **Minnisink Village** with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that **Minnisink Village** has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, **Minnisink Village** does not have to provide you with the protections contained in this notice.

If **Minnisink Village** receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), **Minnisink Village** has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, **Minnisink Village** does not have to provide you with the protections contained in this notice.

### **Confidentiality**

**Minnisink Village** must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

**Minnisink Village** must not allow any individual administering assistance or other services on behalf of **Minnisink Village** (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

**Minnisink Village** must not enter your information into any shared database or disclose your information to any other entity or individual. **Minnisink Village**, however, may disclose the information provided if:

- You give written permission to **Minnisink Village** to release the information on a time limited basis.
- **Minnisink Village** needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires **Minnisink Village** or your landlord to release the information.

VAWA does not limit **Minnisink Village's** duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

### **Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, **Minnisink Village** cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if **Minnisink Village** can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If **Minnisink Village** can demonstrate the above, **Minnisink Village** should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

### **Other Laws**

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

### **Non-Compliance with The Requirements of This Notice**

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with HUD at:

Newark Field Office  
 One Newark Center  
 1085 Raymond Boulevard  
 13<sup>th</sup> Floor  
 Newark, NJ 07102-5260  
 Phone: 973-622-7900  
 Fax: 973-645-2323  
 TTD: 973-645-3298

### **For Additional Information**

You may view a copy of HUD's final VAWA rule at

<https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs>

Additionally, **Minnisink Village** must make a copy of HUD's VAWA regulations available to you if you ask to see them. For questions regarding VAWA, please contact the manager at **Minnisink Village**.

For help regarding an abusive relationship, you may call the **National Domestic Violence Hotline at 1-800-799-7233** or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact the **NJ Family/Domestic Violence Hotline toll-free: 1-800-572-7233**

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, you may contact

National Sexual Assault Hotline: 800-656-HOPE (4673)  
 Statewide Hotline: 800-601-7200  
 New Jersey Law Enforcement or 911

**CERTIFICATION OF  
DOMESTIC VIOLENCE,  
DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING,  
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286

**Purpose of Form:** The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,  
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: \_\_\_\_\_

2. Name of victim: \_\_\_\_\_

3. Your name (if different from victim's): \_\_\_\_\_

4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_

\_\_\_\_\_

5. Residence of victim: \_\_\_\_\_

6. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_

\_\_\_\_\_

7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_

\_\_\_\_\_

10. Location of incident(s): \_\_\_\_\_

In your own words, briefly describe the incident(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

**LEASE ADDENDUM**  
**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

<b>TENANT</b>	<b>LANDLORD</b> MINNISINK VILLAGE URBAN RENEWAL ASSOCIATES LLC	<b>UNIT NO. &amp; ADDRESS</b>
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is \_\_\_\_\_. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date