



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. **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 and Fair Housing Plan 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 15th for a waiting list to be closed on October 15th.

*The waitlist will be closing on October 15, 20xx. 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, 20xx for updates on the opening of the waiting list. **The waiting list will not re-open prior to January 15, 20xx.** Applications postmarked prior to January 15, 20xx or dropped off at the office prior to January 15, 20xx will be returned to the applicant.*

The above language will be used to update the website in 90 day increments (i.e., in the above example, if we determine that we should not open the list on January 15, 20xx, we would update the website to state that the list will not re-open prior to April 15, 20xx.) 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. At the time a conditional offer of housing is made, 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 (see Fair Chance in Housing Addendum).
 4. Sex offender registration information (see Fair Chance in Housing Addendum).
 5. 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.

6. 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 criminal background check. (See Fair Chance in Housing Addendum)
- 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. A representative of the owner of Minnisink Village who was not involved in the initial decision to deny admission or assistance 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. (See Minnisink Village Fair Housing Policy attached). 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 AND ATTACHMENTS

See Addendum, Fair Housing Policy and Notice of Occupancy Rights Under the Violence Against Women Act, all attached hereto and 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 March 2023:

<u>107 Households</u>	<u># of Residents</u>	<u>Percentage of Residents</u>
Hispanic (Spanish speaking)	2	1.8%
Asian/South Asian (various languages)	13	12.14%

- 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.

Interpreters

Family member, use of Jewish Family Services

Translatable 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

Tenant Manual and various other descriptive documents will be provided to all tenants at the time of move in and again at any time such documents are updated.

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 Fair Housing Policy

It is the policy of Minnisink Village to comply with the New Jersey Law Against Discrimination (LAD), N.J.S.A. § 10:5-1 to -49, and the Fair Chance in Housing Act (FCHA), N.J.S.A. § 46:8-52 to -64 (effective January 1, 2022).

Law Against Discrimination (LAD):

In compliance with the LAD, Minnisink Village ensures that all housing, as well as all terms, conditions, and privileges associated with such housing, are available to all persons without regard to actual or perceived race, creed, religion, color, national origin, nationality, ancestry, pregnancy or breastfeeding, sex, gender identity or expression, sexual orientation, familial status (defined as having care or custody of a child under age 18 or being pregnant), disability, liability for service in the Armed Forces of the United States, marital status, civil union status, or domestic partnership status. The LAD also prohibits housing discrimination based on the source of lawful income used for rental or mortgage payments (including Section 8 housing choice vouchers, COVID-19 Emergency Rental Assistance Program (CVERAP), State Rental Assistance Programs (SRAP), temporary rental assistance (TRA), Eviction Prevention Program (EPP), unemployment benefits, child support, alimony, and supplemental security income.

This policy means that, among other things, the owners and operators of Minnisink Village do not discriminate against persons in any aspect of the sale, rental, or occupancy of housing on the basis of their actual or perceived membership in an LAD-protected category or their association with someone who is a member of an LAD-protected category, or their source of lawful income. Specifically, they do not and will not:

- A. Refuse to sell or rent, refuse to negotiate the sale or rental of, or otherwise make housing unavailable to any person on the basis of an LAD-protected category;
- B. Discriminate against any person in the terms, conditions, or privileges of sale, rental, or occupancy, including cost of rental, on the basis of an LAD-protected category;
- C. Evict or decline to renew the lease of any tenant on the basis of an LAD-protected category;
- D. Make, print, or publish any statement, including print advertisements and online postings, expressing any preference for, limitation of, or discrimination based on an LAD-protected category;
- E. Represent to any person that any dwelling is not available for inspection, rental, or sale, when the dwelling is in fact available, based on an LAD-protected category;

- F. Steer persons away from their desired housing, or represent that a neighborhood is changing in a way that could lower property values, increase crime, or lower the quality of public services, including schools, because of an LAD-protected category;
- G. Refuse to rent to a prospective tenant or discourage a prospective tenant from renting because they plan to pay with Section 8 housing choice vouchers, COVID-19 Emergency Rental Assistance Program (CVERAP), SRAP (State Rental Assistance Program), TRA (temporary rental assistance), Eviction Prevention Program (EPP), or any other subsidy or voucher provided by federal, state, or local rental-assistance programs; or other sources of income including unemployment benefits, child support, alimony, and supplemental security income; or express any such limitation or refusal in any printed advertisement, oral or written statement, or online posting (for example, statements like “No Section 8,” “TRA not accepted,” or “This property not approved for Section 8” are all prohibited);
- H. Condition a person’s housing, or any of the terms, conditions, or privileges thereof, on acceptance of unwanted sexual advances or requests for sexual favors, or engage in unwanted, harassing conduct of a sexual nature that creates an intimidating, hostile, or offensive housing environment, or permit others to do so;
- I. Engage in unwanted, harassing conduct based on any LAD-protected category that creates an intimidating, hostile, or offensive housing environment, or permit others to do so;
- J. Undertake any of the actions listed in subsections (A) through (I) based on the person’s perceived membership in an LAD-protected category or their association with someone who is an actual or perceived member of an LAD-protected category;
- K. Impose unreasonable occupancy restrictions to prevent families with children from moving in;
- L. Refuse to grant reasonable accommodations and reasonable modifications to a person with a disability as explained further in Sub-Addendum A;
- M. Selectively inquire about, or request information about and/or documentation of, a prospective tenant’s or buyer’s immigration or citizenship status because of the person’s actual or perceived national origin, race, or ethnicity;
- N. Fail to account for a person’s receipt and use of rental assistance (such as Section 8 housing choice vouchers, SRAP, or TRA, EPP, unemployment benefits, child support, alimony, or supplemental security income) when applying minimum income requirements to a person’s rental application (any minimum income requirement, financial standard, or income standard must be calculated based only on the portion of the rent to be paid by the tenant, rather than the entire monthly rent).

- O. Violate the U.S. Department of Housing and Urban Development's April 2016 Guidance by imposing blanket exclusions on all individuals with any prior arrest or conviction; or use criminal history as a pretext for intentionally discriminating on the basis of race or national origin.

Fair Chance in Housing Act (FCHA):

In compliance with the FCHA, Minnisink Village affirms that they will not inquire into applicants' criminal histories on initial application materials, or otherwise consider applicants' criminal records in any way, until after a conditional housing offer has been made, except for convictions of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing, or if the applicant is subject to a lifetime registration on a state sex offender registry.

Nothing about the FCHA requires landlords or housing providers to consider a person's criminal record in housing. If a housing provider does review an applicant's criminal history after a conditional offer, specific restrictions apply. A housing provider must conduct an individualized analysis of an applicant's criminal record and may only deny housing if withdrawing a conditional offer is necessary to fulfill a substantial, legitimate, and nondiscriminatory interest.

Minnisink Village will also comply with the FCHA as follows:

- Minnisink Village will not consider certain types of criminal histories at all, including arrests or charges that did not result in a criminal conviction, expunged convictions, convictions erased through executive pardon, vacated and otherwise legally nullified convictions, juvenile adjudications of delinquency, and sealed records.
- If Minnisink Village chooses to consider an applicant's criminal history after a conditional offer, they will only consider:
 - Convictions for murder, aggravated sexual assault, kidnapping, arson, human trafficking, sexual assault, endangering the welfare of a child in violation of N.J.S.2C:24-4(b)(3);
 - Convictions for any crime that requires lifetime state sex offender registration;
 - Any 1st degree indictable offense, or release from prison for that offense, within the past 6 years;
 - Any 2nd or 3rd degree indictable offense, or release from prison for that offense, within the past 4 years; or
 - Any 4th degree indictable offense, or release from prison for that offense, within the past 1 year.

- If Minnisink Village finds one of the aforementioned records in the applicant’s criminal history, Minnisink Village will conduct an individualized assessment based on the following factors to determine whether withdrawal of a conditional offer would fulfill a substantial, legitimate, and nondiscriminatory interest:
 - Nature and severity of the offense(s)
 - Applicant’s age at the time of the offense(s);
 - How recently the offense(s) occurred;
 - Any information the applicant provided in their favor since the offense(s);
 - If the offense(s) happened again in the future, whether that would impact the safety of other tenants or property; and
 - Whether the offense(s) happened on, or was connected to, property that the applicant had rented or leased

- If Minnisink Village intends to consider criminal history as provided for under the FCHA after a conditional offer, they will not accept application fees before disclosing that fact to the applicant and offering the applicant an opportunity to provide evidence of potential inaccuracies in their criminal record, other evidence of rehabilitation, or mitigating factors. This requirement can be fulfilled using the Model Disclosure Statement on DCR’s website, found at https://www.njoag.gov/wp-content/uploads/2021/12/Model-Disclosure-Statement_12.14.21.pdf.

- If Minnisink Village withdraws a conditional offer based on an applicant’s criminal record, they must explain in writing their justification for doing so, which can be fulfilled using the Model Notice of Withdrawal on DCR’s website, found at https://www.njoag.gov/wp-content/uploads/2021/12/Model-Notice-of-Withdrawal_12.15.21.pdf. An applicant can then request the information the housing provider relied upon and can submit mitigating information or inaccuracies related to aspects of their criminal record which may be considered under the FCHA, which the housing provider must then consider.

- Minnisink Village will not discriminate against those with criminal records in any advertising, notices, or publications. Minnisink Village also will not require applicants to submit to drug or alcohol testing, or to provide information from a treatment facility.

- If Minnisink Village utilizes any vendor or outside person or entity to conduct a criminal record check on their behalf, Minnisink Village shall take reasonable steps to ensure that the vendor or outside person or entity is conducting the criminal record check consistent with the requirements of the FCHA. Minnisink Village will be liable under the FCHA for relying on a criminal history inquiry conducted by a vendor or outside person or entity that is conducted in violation of the FCHA if it failed to take reasonable steps to ensure compliance. Specifically, if Minnisink Village receives a criminal history inquiry conducted by a vendor or outside person or entity that is

conducted in violation of the Act in that it reveals a record that is not permitted to be considered under the Act, Minnisink Village must show that it did not rely on that information in making a determination about the applicant's tenancy.

Any agent, employee, or designee of Minnisink Village who fails to comply with this policy will be subject to appropriate disciplinary action. Please report any violation of this policy to Suzanne Garaffa, 109 Minnisink Drive, Matawan, NJ 07747 Garaffa@Minnisink.com.

You cannot and will not be subjected to retaliation for making a complaint under this policy or for attempting to exercise your rights under this policy, the LAD, or the FCHA.

Any action taken by Minnisink Village's agent, employee, or designee in violation of the requirements laid out in this policy may constitute a violation of the LAD and/or the FCHA. Any tenant or applicant who believes that any owner, agent, employee, or designee of Minnisink Village has violated any of the above may contact the New Jersey Division on Civil Rights at www.NJCivilRights.gov or **(866) 405-3050**. A complaint must be filed with the New Jersey Division on Civil Rights within 180 days of the allegedly discriminatory conduct. DCR has a number of fair housing fact sheets that are available at <https://www.nj.gov/oag/dcr/housing.html>.

Sub-Addendum A

Reasonable Accommodations and Modifications for Persons with a Disability

Minnisink Village will grant reasonable accommodations to its rules, policies, practices, procedures, or services when such accommodations are necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling and when the accommodation will not cause an undue hardship to Minnisink Village's operations. Some examples of what may constitute a reasonable accommodation include allowing a third party to co-sign a lease or pay rent on behalf of a tenant with a disability or making a case-by-case exception to a building's general no-pets policy to accommodate a resident with an emotional support animal. Please note that service or guide animals, unlike emotional support animals, are automatically exempt from any no-pet policy. Service or guide animals are individually trained to perform specific tasks associated with their owner's disability, such as guiding an individual who is blind or assisting an individual with epilepsy when she is having a seizure.

Minnisink Village will also allow reasonable modifications to the physical premises when necessary to afford a person with a disability the equal opportunity to use and enjoy a dwelling and when the modification will not cause an undue hardship to Minnisink Village. A reasonable modification is a structural change made to the interior or exterior of an individual housing unit or common area to accommodate a resident with a disability.

To request a reasonable accommodation or reasonable modification, contact Property Manager, Minnisink Village, currently Kimberly Clarke, KimberlyClarke@Minnisink.com 732-583-4980. To process your request, Minnisink Village may require supporting documentation from a treating doctor or mental health professional to confirm that you have a disability as defined by the LAD and that the requested accommodation or modification is necessary to provide you with an equal opportunity to use and enjoy the dwelling. All requests and information related to a request, including medical information, will be kept confidential unless disclosure is required by law.

Minnisink Village will make a prompt decision on your request and will provide that decision in writing. If Minnisink Village cannot grant the requested accommodation or modification, we will attempt to reach a compromise that is acceptable to you.

You cannot and will not be subjected to retaliation for requesting an accommodation or modification under this policy or for attempting to exercise your rights under this policy or under the LAD.

Any person who believes a request for an accommodation or modification has been unlawfully denied or unreasonably delayed may contact the New Jersey Division on Civil Rights at www.NJCivilRights.gov or 1-866-405-3050. A complaint must be filed with the New Jersey Division on Civil Rights within 180 days of the housing provider's denial of the accommodation request.