



635 64<sup>th</sup> Street, South, St. Petersburg, Florida 33707  
Phone: (727) 269-0360 • FL Relay TTY: 1-800-955-8771

## TENANT SELECTION PLAN

Bear Creek Commons (“Bear Creek”) is an 85-unit, Mid-Rise housing community located in St. Petersburg, Florida. Financed through the Low-Income Housing Tax Credit (“LIHTC”) Program, Local Government Funding, Penny for Pinellas, State Apartment Incentive Loan (“SAIL”) program, National Housing Trust Fund (“NHTF”), and Pinellas County Bonds, the property consists of one- and two-bedroom units and is designed to provide affordable housing to low-income, elderly individuals and families.

At least eighty percent (80%) of the units shall be occupied or held available for occupancy by at least one (1) resident that is 55 years of age or older. Occupancy is restricted to households whose annual income does not exceed the program income limits established by Florida Housing Finance Corporation and HUD annually.

The purpose of this Tenant Selection Plan is to establish uniform application, waiting list and tenant selection policies, practices, and procedures to be used in the administration of Bear Creek and to ensure compliance with LIHTC requirements, established management policies, and all Federal, State, and local fair housing and civil rights laws.

### PROJECT AND PROGRAM ELIGIBILITY REQUIREMENTS

- A. Applicant’s annual income must not exceed program income limits established by Florida Housing Finance Corporation annually. Income limits for this property are listed below:
1. 5 apartments at 22% of Area Median Income (“AMI”)
  2. 13 apartments at 30% of AMI
  3. 48 apartments at 60% of AMI
  4. 19 apartments at 80% of AMI

Only applicants whose income is at or below the 80% income limit are eligible for occupancy. Applicant(s) must submit income and asset information for verification.

- B. Bear Creek is designed to provide affordable housing to the following demographic commitment:
1. **Persons with Special Needs.** 50% of the ELI units, which is 7 units of the Extremely Low-Income (30% AMI) units are set-aside for Persons Special Needs. All 5 NHTF units (22% AMI) are also set aside for Persons with Special Needs.

“Persons with Special Needs” as defined by the Corporation in 67-48.002(107) F.A.C., means “a household consisting of an individual or Family that is considered to be Homeless, a survivor of Domestic Violence, a Person with a Disability or Youth Aging Out Of Foster Care.” These set-aside units that are occupied by ELI households referred by the designated Referral Agency are known as Link Units.

In order to target these households the Owner has partnered with a local referral agency, Gracepoint, who will refer Persons with Special Needs households (“LINK Units”).

When a LINK Unit household vacates, the property will contact the referral agency to find an eligible applicant household to fill the vacancy in order to meet the required set aside. This process is governed by a Memorandum of Understanding between the Owner and the referral agency and approved by Florida Housing Finance Corporation. Should the referral agency fail to provide an eligible applicant within thirty (30) days, the property will refer to its own wait list to fill the vacancy. Should this occur, the unit will be filled per the “Waiting List” procedure described herein.

Management shall maintain a tracking list of accessible unit vacancies that details the interaction between Management and the referral agency to document compliance with the Memorandum of Understanding and this Tenant Selection Plan.

2. **Veterans.** Bear Creek committed to offer a preference to Veterans on occupancy applications and waitlists, with a goal of at least 5% of the units, (5 units) occupied by one or more Veterans. "Veteran" means a person who served in the active U.S. military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable or who served in the Nation Guard or Reserve and is determined by the U.S. Veterans Administration to meet the specific requirements to be a Veteran.

Being eligible, however, is not an entitlement to housing. In addition, every applicant must meet the tenant selection criteria. The tenant selection criteria are used to demonstrate the applicant's suitability as a resident using verified information on past behavior to document the applicant's ability, either alone or with assistance, to comply with essential lease provisions and any other rules governing tenancy.

The apartment unit must be the family's sole residence and under no circumstances may any tenant benefit from more than one subsidy.

## APPLICATION AND WAITING LIST

Application requests can be made in person, by mail or via email. All applicants who wish to be admitted or placed on the waiting list must complete an application and submit it to the office at:

635 64<sup>th</sup> St., South, St. Petersburg, Florida

**Phone:** (727) 269-0360 • **FL Relay TTY:** 1-800-955-8771 • **Email:** [bearcreekcommons@carteretmgmt.com](mailto:bearcreekcommons@carteretmgmt.com)

Applications completed in full and properly signed will be placed on a "Waiting List" in the order they are received. The waiting list will be updated periodically. Applicants will be contacted in writing to verify their continued interest in the property. Failure to respond within fourteen (14) days will result in their removal from the waiting list.

As an applicant's name approaches the top of the Waiting List, Management will attempt to make contact with the individual by telephone to set up an interview and to confirm the applicant's current address. If the contact cannot be made by telephone, a letter will be sent to the individual at the last known address requesting a date and time for the interview. In the event an applicant does not respond to the letter, Management will make one last attempt to contact the applicant by telephone. If the applicant fails to respond within 24 hours, the application shall be removed from the waiting list.

At the time of the interview, all items on the application will be discussed and confirmed, and verification forms will be signed by the applicant authorizing Management to verify all of these issues/items. Management will attempt to verify all factors with "third party" written verification, per applicable program regulations. *Eligibility for housing can be confirmed only after all items of income, assets, household composition, etc. are verified.*

An application fee of \$15 for each adult household member will also be required at the time of the interview. This fee will be used to cover criminal and credit background checks as well as other costs to verify the household's eligibility.

No fee is charged to hold or reserve a unit. However, we considered it a refusal offer if the applicant cannot move in within 30 days from date of offer.

Applicant(s) will be allowed to refuse the first offer of a unit for any reason but will be advised that if he/she refuses a second offer, the applicant's name shall be removed from the waiting list. If the second refusal is due to a disability or an extenuating circumstance, however, then another offer will be made as a reasonable accommodation. Applicants who refuse a unit a second time shall be advised that they can reapply, but that their application will be treated as a new application for waiting list priorities.

Management will document all of its attempts at contacting the applicant, including attaching copies of any letters and the time, date, and result of any telephone contact to each application.

It is the policy of Bear Creek that the waiting list always remains open; the waiting list is never closed to applicants.

## APPLICANT SCREENING CRITERIA

Bear Creek's screening process consists of verification of all the applicable information that is provided by the applicant. In addition, to ensure a high standard of living conditions and to protect the integrity of the property, the following screening criteria will be employed:

- A. Income.** As stated above, only applicants whose income is at or below the 80% income limit are eligible for occupancy. Nevertheless, applicants must have sufficient income to ensure that they are able to pay the rent. Combined gross income must equal 2 times the amount of rent. Acceptable income verification includes: Six (6) weeks of consecutive paystubs, a notarized letter from current employer indicating salary and hours worked; previous year W-2 and/or profit and loss statement if self-employed; or proof of assets equal to six months' worth of rental payments for the stated rent. Applicants with housing choice vouchers or other rental assistance are not required to meet minimum income requirements.
- B. Credit History.** Priority will be given to current credit activity over older activity. All rent and utilities must be paid in full. Poor credit history is grounds for rejection; however, a lack of credit history is not. Credit history related to medical expenses, student debt, cable and internet services will not be taken into consideration when reviewing credit history.
- C. Rental History.** Five years of residential history will be reviewed. A lack of rental history is not grounds for rejection. However, past record of destruction, consistent late or unpaid rental obligations, police activity or poor housekeeping habits resulting in health or safety hazards are grounds for rejection. A household is permitted one eviction during the 5-year look-back period, however evictions as a result of causing physical harm to management staff, tenants, or intentional property damage, will be grounds for denial. Additionally, multiple evictions will also be grounds for denial.
- D. Illegal Drugs.** All applicants shall be screened to determine whether the applicant or any household member is currently an illegal drug user of a controlled substance; has been convicted of the illegal manufacturing or distributing of a controlled substance, convicted of the illegal use of a controlled substance, engaged in other drug-related criminal activity; or has been evicted from Federally-assisted housing for drug-related criminal activity.

The following criteria will be grounds for rejection of Applicants:

1. Involvement by the applicant or any household member in illegal drug use or drug-related criminal activity.
2. Eviction of any household member in the past three years from any federally assisted housing program for drug-related criminal activity.
3. Management's determination that there is reasonable cause to believe that a household member's illegal use or pattern of illegal use of drugs may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Management may make an exception for those household members whose drug-related criminal activity is for possession or use of illegal drugs and who have successfully completed a supervised drug-rehabilitation program. Third-party verification may include legal documents, or statements from health or medical professionals, law enforcement officials, landlords, and social service workers.

- E. Criminal/Sex Offender Background Checks.** All applicants, as well as all members of the household who will reside in the apartment (including Live-in Aides), shall be subject to a criminal background check including, but not limited to, a mandatory screening review of the lifetime registration list under a state's sex offender registration program. This screening shall be conducted in the State of Florida and in any other state where the applicant and members of the applicant's household are known to have resided. The sex offender background check shall be completed at move-in and at annual recertification. The following situations will constitute grounds for rejection:
  1. Any conviction or adjudication other than an acquittal of a felony within the past five (5) years. An exception to this provision would be an applicant whose only felony is for possession or use of illegal drugs and who has successfully completed an approved, supervised drug rehabilitation program.

2. Applicant(s) with a felony conviction or adjudication prior to five years from the time of application may be considered for occupancy if, in management's sole judgment, the facts suggest that future criminal activity is unlikely. Some examples of this provision include:
  - a. The offense was not a crime against persons or property; or
  - b. The circumstances leading to the crime, including pattern of behavior, have changed to suggest that the person has been rehabilitated.
3. Felony or misdemeanor history relating to other criminal activity that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, or of the site's employees, contractors, or agents.
4. Any household member being subject to lifetime registration requirement under the sex offender registration program.
5. Any household member appearing on the list of known terrorists and wanted fugitives as provided by the Office of Foreign Asset Control (OFAC), federal agencies to include the FBI or other state and local law enforcement agencies.
6. If it is determined by reasonable cause that a member's abuse or pattern of abuse of alcohol will interfere with the health and safety of others. The screening standards are based on behavior, not the condition of alcoholism or alcohol abuse.

**F. Security Deposit.** A Security Deposit of \$300.00 will be collected at the time of the initial Lease execution, and will be placed into a separate, interest-bearing account. A minor blemish in credit history, rental history, or a lack thereof, will not result in an automatic denial of the applicant. However, an increase in the Security Deposit up to \$600.00 may be required to mitigate these liability concerns. **Note:** the deposit will never exceed the amount of one month's rent.

## NOTIFICATION OF APPLICANT REJECTION

If an applicant is denied admission to the property, he/she will receive a written notice stating the reason(s) for the rejection. The applicant has the right to respond in writing or request a meeting to dispute the rejection within 14 days of the notice. Persons with disabilities have the right to request reasonable accommodations to participate in the informal hearing process.

If the applicant(s) requests a meeting to discuss the applicant's rejection, it will be conducted by a member of the Management's staff who was not involved in the initial decision to deny admission or assistance. Within five (5) business days of the owner response or meeting, the owner will advise the applicant(s) in writing of the final decision on eligibility.

## STUDENT STATUS ELIGIBILITY FOR LIHTC PROGRAMS

According to Florida Housing Financial Corporation, a student is defined as "an individual who is a fulltime student at an educational organization which normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of pupils or students in attendance at the place where its education activities are regularly carried on, for at least five calendar months during a calendar year." Please note, enrollment months do not have to be consecutive months, and one calendar day enrolled will count for the entire month.

- A.** The LIHTC program *prohibits* the rental of set-aside units to entirely full-time student households unless the household meets one of the following exceptions:
  1. The students are married and eligible to file a joint federal income tax return; or
  2. Applicant/Head of Household student is a single parent residing with his/her minor children, and such parent is not a dependent of another individual, and the children are not dependents of another individual other than the non-resident parent; or

3. Applicant/Head of Household is a student receiving assistance under Title IV of the Social Security Act, also known as Temporary Assistance to Needy Families (TANF); or
4. Applicant/Head of Household is a student enrolled in a job training program receiving assistance under the Workforce Investment Act (formerly known as the Job Training Partnership Act) or under other similar federal, state, or local program.; or
5. Applicant/Head of Household was previously under the care and placement responsibility of the State agency responsible for administering a plan under title IV of the Social Security Act (i.e., Foster Care).

## UNIT ASSIGNMENT/OCCUPANCY STANDARDS

Occupancy standards must comply with federal, state and local occupancy standards, and/or laws in connection with occupancy requirements, fair housing and civil rights laws, as well as landlord-tenant laws and zoning restrictions. The occupancy standards for this property are:

- 1 Bedroom      Maximum 3 persons
- 2 Bedroom      Maximum 5 persons

Applicants shall be given an opportunity to select from vacant units based upon their priority classification. In other words, applicants shall choose units on a first come, first served basis.

## UNIT TRANSFER POLICY

An in-house waitlist will be maintained for residents seeking unit transfers. If a resident is seeking to transfer for reasons other than reasonable accommodation or VAWA emergency transfer, the unit transfers will be scheduled at the convenience of management. For any resident utilizing a Section 8 voucher, the transfer will be contingent upon approval of and coordination with the appropriate Housing Authority. In all instances of unit transfer, a new lease must be executed in order to attach the transferring household to the new unit. In addition, the household must meet eligibility and qualification requirements of the new unit per the Low-Income Housing Tax Credit program. For any resident utilizing a Section 8 voucher, the transfer will be contingent upon approval of and coordination with the governing housing authority.

- A. **Transfer for Reasonable Accommodation:** Residents who seek a transfer as reasonable accommodation for a disability will be transferred at the expense of Bear Creek, provided that the transfer is an accommodation to a verified disability or medical reason. The resident must provide written documentation from a licensed physician, psychologist, clinical social worker, or other licensed health care professional stating that such an accommodation is necessary for the resident's verified disability or medical reason. In this case, the \$300 transfer fee will be waived. Transfer for reasonable accommodation **does not** include factors of view, noise, or apartment location when these factors are not related to the disability.
- B. **VAWA Emergency Transfer:** A resident who is a victim of domestic violence, dating violence, sexual assault, or stalking is eligible for an emergency transfer if the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer. Residents claiming VAWA status must certify their status as a victim of a VAWA crime or as a person affiliated with a victim of a VAWA crime using one of the methods of documentation outlined in the *Carteret VAWA Policy*. In this case, the \$300 transfer fee will be waived. Resident should refer to the *Carteret VAWA Policy* and the *VAWA Emergency Transfer Plan*.
- C. **Resident Requests to Move for Personal Reasons:** Residents who wish to transfer to a different unit must complete a "Unit Transfer Request" form. Their name will be added to the waiting list for the type of apartment they want. In order to transfer, residents must have completed a one-year lease in their current apartment prior to requesting a transfer within the community and must be in good standing in the Bear Creek community. For example, if an applicant has received a letter regarding issues such as cleanliness of apartment, behavior with the community or violation of any rules that warranted a written letter in the applicant's file, the resident may not be eligible for transfer. Resident's current apartment must be clean, free of trash, garbage, waste and alterations. In addition to the above-mentioned eligibility, there is a \$300 non-refundable transfer fee, which helps defray some of the costs associated with making the unit ready for occupancy by a new household.

- D. **Priority:** Current residents requesting a unit transfer will be given preference over applicants on the applicant waiting list. Special consideration will be given to those who require a unit transfer due to reasonable accommodations or VAWA emergency transfers. These transfer requests shall take priority over all other in-house transfer requests.
- E. **Procedure:** Existing residents must complete a “Unit Transfer Request” form. The Unit Transfer Request must be completed and signed by the head of household and all adult household members who wish to transfer. Management will accept the Unit Transfer Request in an equally effective format, as a reasonable accommodation, if there is the presence of a disability. Transfer requests will be placed on the in-house waiting list in the order of the date and time they are received.
- F. **Offer of Units:** Management will offer the resident units as they become available. Once the resident rejects offers of two available units, the resident will be ineligible for transfer and his/her name will be removed from the in-house transfer waitlist.
- G. **Security Deposit/Pet Deposit:** When a resident household transfers from one unit to another, Management will transfer the security deposit and pet deposit to the new unit. The resident will be billed for any maintenance and/or charges due for the “old” unit, and any maintenance charges that are incurred will be due 30 days from the date of the billing, unless otherwise approved by Management.
- H. **Cost of Transfers:** Moving costs shall be paid by the resident *except* that if a resident household is being moved to a different unit as a reasonable accommodation to a household member’s disability, or in relation to a VAWA emergency transfer request, then the Owner shall pay for the move unless doing so would constitute an undue financial and/or administrative burden.

## **VIOLENCE AGAINST WOMEN ACT (VAWA)**

The Violence Against Women and Justice Department Reauthorization Act of 2005, as amended, protects residents who are victims of domestic violence, dating violence, sexual assault or stalking from being evicted or terminated from housing assistance based on acts of such violence against them. Management understands that, regardless of whether state or local laws protect victims of domestic violence, dating violence, sexual assault or stalking, people who have been victims of violence have certain rights under the Violence Against Women Act (VAWA). If any resident wishes to exercise the protections provided in the VAWA, he/she should contact Management immediately. The owner/agent is committed to ensuring that the Privacy Act is enforced in this and all other situations. Some key points provided in the Act include:

- A. An applicant’s or program participant’s status as a victim of domestic violence, dating violence, sexual assault or stalking is not a basis for denial of rental assistance OR admission if the applicant otherwise qualifies for assistance or admission.
- B. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of a lease or other “good cause” for terminating assistance, tenancy, or occupancy rights of a victim of abuse.
- C. Criminal activity related to domestic violence, dating violence, sexual assault or stalking by a member of a tenant’s household or guest/person under the control of tenant shall NOT be cause for termination of assistance, tenancy, or occupancy rights of the victim of the criminal acts.
- D. Assistance may be terminated, or a lease “bifurcated” in order to remove an offending household member from the home. Whether or not the individual is a signatory to the lease and lawful tenant, if he/she engages in a criminal act of physical violence against family members or others, he/she stands to be evicted, removed, or have his/her occupancy rights terminated. This action is taken while allowing the victim, who is a tenant or a lawful occupant, to remain.
- E. The Owner/Agent will consider an Emergency Transfer Request when a person seeking to exercise VAWA protections feels that he/she is (1) in imminent danger or (2) was sexually assaulted on the property within 90 days of the request. Tenant should consult the property VAWA Policy or VAWA Emergency Transfer Plan for additional information.

- F. Notwithstanding VAWA, Management may terminate tenant's tenancy under the lease if it can demonstrate an "actual or imminent threat" to other tenants or those employed at or providing service to the property if the tenant's tenancy is not terminated.

Bear Creek will not assume that any act is a result of abuse covered under VAWA. In order to receive the protections outlined in VAWA, the applicant/resident must specify that he/she wishes to exercise these protections.

When Management responds to a claim of protected status under VAWA, it will request, in writing if appropriate, that an individual document the occurrence of the domestic violence, dating violence, sexual assault or stalking. The individual claiming rights under VAWA must submit documentation of the abuse to verify his/her status as a victim of domestic violence. The resident will have fourteen (14) calendar days to submit the form or provide another form of documentation. If the resident fails to provide the information requested, none of the protections afforded to the victim of domestic violence, dating violence, sexual assault or stalking by VAWA will apply. Management would therefore be free to evict, or to terminate assistance, in the circumstances authorized by otherwise applicable law and lease provisions, without regard to the provisions made by VAWA. Bear Creek, at its discretion, may provide assistance to an individual based solely upon the individual's statement or other corroborating evidence.

To learn more about the policies and procedures regarding VAWA, applicants/residents should consult the Violence Against Women Act (VAMA) Policy adopted by Carteret Management and posted in the site office.

## **PRIVACY POLICY**

It is the policy of the property to guard the privacy of individuals to ensure the protection of such individuals' records maintained by the property, including any privileged and confidential and/or protected health information (PHI) that may be subject to protection under the law, including the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA). Therefore, the property shall not disclose any personal information contained in its records to any person or agency unless the individual about whom such information is requested provides written consent to such disclosure (as permitted in the Authorization for Release Information Form).

This privacy policy in no way limits the property's ability to collect needed information to determine eligibility and to compute rent.

Consistent with the intent of Section 504 of the Rehabilitation Act of 1973, any information obtained on the handicapped or disability of an individual will be treated in a confidential manner.

## **SECTION 504 & FAIR HOUSING COMPLIANCE**

Bear Creek is committed to full adherence to protections provided under the Fair Housing Amendments Act of 1988, Title VI of the Civil Rights Act of 1964, Section 504 of the 1973 Rehabilitation Act, Titles II and III of the Americans with Disabilities Act of 1990, and other applicable regulations. Owner will not discriminate against any person because of Race, Color, Religion, Sex, Disability, Familial Status, National Origin, Sexual Orientation, Gender Identity or Marital Status. In compliance with Section 504 regulations, the Owner will make reasonable accommodations in policies or reasonable modification of common or unit premises for all applicants/residents with special needs – including those who are physically challenged, hearing or visually-impaired, or with limited English proficiency – who require such changes to have equal access to any aspect of the application process or to the housing community and its programs and services.

In reaching a reasonable accommodation with, or performing modifications for, otherwise qualified individuals with special needs, the property is **not** required to:

- A. Make alterations that require the removal or alteration of a load-bearing structural member;
- B. Provide an elevator for achieving accessibility;
- C. Provide support services that are not already part of its housing programs;
- D. Take action that would result in a fundamental alteration of the nature of the program's service;
- E. Take any action that would result in an undue financial administrative burden for the property.

To learn more about the policies and procedures regarding reasonable accommodations under the Fair Housing Act, applicants/residents should consult the *Reasonable Accommodation Policy* adopted by the project and posted in the site office. ***Appointments for an application or for reasonable accommodations, including materials in alternate formats, may be made by contacting the site office.***

## **GRIEVANCE/APPEAL PROCEDURE**

Applicants who believe they have been discriminated against or treated unfairly or who dispute a decision made by Management in the application process may file a complaint in accordance with the property's Section 504 Grievance Procedure.

An applicant or resident may, at any time, exercise his/her right to appeal a decision or file a complaint through the HUD-FHEO office at:

**40 Marietta Street, Atlanta, GA 30303**  
**Phone: 1-800-440-8091 • Fax: 1-404-331-1021 • TTY: 1-404-730-2654**



Persons with disabilities or limited English proficiency may request a reasonable accommodation to assist them with the Grievance/Appeal Process.

## **SMOKE-FREE FACILITY**

Bear Creek is a smoke-free facility. The purpose of this policy is to protect the health and safety of the residents and the property. It is a violation of the Community Rules for any resident, guest, visitor, contractor and/or staff person to smoke, carry, inhale, or exhale lighted cigarettes, pipes, cigars, e-cigarettes or any other tobacco product anywhere inside the building or outside on the campus, except in designated smoking areas. Violations of the smoke-free policy can result in eviction as a violation of the Community Rules.

## **UPDATING THE TENANT SELECTION PLAN**

Bear Creek reserves the right to amend this Tenant Selection Plan from time to time when it is necessary to ensure that it accurately reflects current operating practices, program priorities, and HUD/Florida Housing Finance Corporation requirements.