

**TENANT SELECTION PLAN
LAKE PARC PLACE
SCREENING AND SELECTION POLICY**

I. Introduction

This Tenant Selection Plan addresses screening and selection criteria for the rental units at Lake Parc Place. Lake Parc Place consists of 300 rental units located at 3983 S. Lake Park Avenue, Chicago, Illinois, 60653. Lake Parc Place is part of the CHA's Plan for Transformation and rehabilitation was completed in FY2005. Former residents of Lake Parc Place and certain other leaseholders of the Chicago Housing Authority ("CHA") have certain rights to return to the revitalized development under the CHA Leaseholder Housing Choice and Relocation Rights Contract, October 1, 1999 and the companion CHA Leaseholder Housing Choice and Relocation Rights Contract for Families with Initial Occupancy After October 1, 1999 (collectively, the "Relocation Rights Contracts") and any subsequent amendments, attached as Exhibit A. In this Tenant Selection Plan, the terms "CHA applicant" and "CHA leaseholder" refer to these applicants.

The Tenant Selection Plan includes property specific eligibility, admission and occupancy criteria that are consistent with the Relocation Rights Contracts. All applicants for Lake Parc Place are expected to meet the property specific requirements. However, CHA applicants who do not meet the selection criteria may be admitted if the CHA determines that the applicant is engaged in activities by which the household will meet the property specific requirements within one year of admission. The property specific requirements are summarized in the chart attached to the Tenant Selection Plan as Exhibit B, and are described in greater detail throughout the Tenant Selection Plan.

Where this Tenant Selection Plan is silent, the policies and procedures of the CHA Admissions and Continued Occupancy Policy, and subsequent amendments will apply.

II. General Principles of Screening

The CHA will determine an applicant's suitability for tenancy for the type of unit being offered at the time of screening. All applicants will be screened in accordance with HUD regulations and sound management practices. Screening will include a criminal background, credit, and residential history check. The CHA will look at an applicant's criminal background from as far back as necessary for certain crimes.

- A. During screening, the CHA requires applicants to demonstrate their ability to comply with the essential obligations of tenancy and the provisions of the lease, which include: **24 CFR § 960.202 – 205.**
1. To pay rent, utilities, and other charges as required by the lease in a timely manner;
 2. To care for and avoid damaging the unit and common areas;
 3. To use facilities and equipment in their intended way;
 4. To create neither health nor safety hazards;
 5. To report damages and maintenance needs;
 6. To not interfere with the rights and peaceful enjoyment of others;
 7. To avoid damaging the property of others;

8. To not engage in criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, staff, or people in the immediate vicinity;
 9. To not engage in drug-related criminal activity; and
 10. To comply with necessary and reasonable rules and program requirements of HUD and the CHA.
- B. The CHA will determine each applicant family's ability to comply with the essential obligations of tenancy and the provisions of the lease in accordance with the *CHA Applicant Screening Procedure* and the *CHA Verification Procedure*.
 - C. An applicant with a disability may request and qualify for a reasonable accommodation in order to afford the applicant full enjoyment of the premises. A qualified applicant with a disability is required to comply with the essential obligations of the terms of the lease and lease addendum. The CHA will grant a reasonable accommodation to the applicant if the applicant qualifies. **24 CFR § 8.20.**
 - D. An applicant who qualifies as a victim of domestic violence, sexual violence, dating violence, or stalking may provide incomplete rental and employment histories, otherwise required as a condition of admission or assistance, when disclosure of such rental and employment history is directly related to the situation of domestic violence, sexual violence, dating violence, or stalking or would jeopardize the safety of the applicant or the applicant's family.
 - E. The applicant head of household, co-head, and all household members age 18 and over, including live-in aides, will be subject to a criminal background check (for the last three years). Sealed juvenile records will not be reviewed. **24 CFR § 960.203(c)(3)(ii).**
 - F. The CHA will conduct a credit check (for the last three years) on the applicant head and co-head of household to determine whether the applicant has a history of non-payment of rent or utilities. **24 CFR § 960.203(c)(3)(ii).**
 - G. The CHA will perform a credit check (for the last three years) on the applicant head, co-head, and all members of the applicant household age 18 years or older to verify income information, to determine if the person owes funds to another housing authority for any program, to confirm last place of residency in or out of state, and to determine whether a criminal background check must be conducted in states where the applicant(s) and household members have resided. **24 CFR § 960.203(c)(3)(ii).**
 - H. The applicant's past two years of residential history, including any lease violations, will be reviewed and verified.
 - I. All members, age 18 and over, of the applicant household must sign consent forms, including HUD Form 9886, that authorize the CHA to make necessary inquiries into the applicant's behavior or background as it relates to lease compliance. This includes obtaining arrest and eviction information in order to determine a pattern of behavior and the likelihood of lease compliance. Failure to sign consent forms, including HUD Form 9886, will result in the applicant's denial.

The request for a person's fingerprints will be limited to those situations where there is conflicting information regarding the person's criminal history or when the law enforcement records center requires the fingerprints for positive identification (e.g. multiple individuals with the same name). Failure to meet the requirements of the background check will result in the denial of the applicant.
 - J. Administrative costs incurred to complete the applicant screening process will be paid for by the CHA or property managers.
 - K. The CHA will comply with the provisions of the Juvenile Court Act, 705 ILCS 405/1-7 and 705

ILCS 405/1-8.

III. Marketing Procedure

- A. The FHEO (Fair Housing and Equal Opportunity) office at HUD is placing an emphasis on the ‘affirmatively furthering fair housing’ aspect of the Fair Housing Act for PHAs. This means the CHA is required to create programs that help to break down barriers to racial residential integration. The location of Lake Parc Place in the Oakland community may be a ‘blind spot’ for Caucasian and Latino families (as well as other ethnic groups), as 97% of the residents in Oakland are African-American according to the 2000 census. By educating families throughout the city of Chicago (through workshops, partnerships with outside agencies, and fair housing organizations that focus on integration) on the amenities and benefits of Lake Parc Place the CHA will fulfill two objectives- more applicants on the waitlist and affirmatively furthering fair housing by working to make Lake Parc place racially integrated.
- B. The Lake Parc Place property will rent the units to families with a mix of income ranges (50-80% of AMI, 30-50% of AMI, etc). In order to conduct affirmative marketing, outreach will be directed at families that may not normally apply for public housing. In the current housing market there may be families that are working families, but have lost their housing due to balloon payments on mortgages, decrease in wages, etc., and are looking for affordable housing. The CHA will open a site based waitlist to attract families who are interested in moving to a mixed income development and may not have applied (or may have thought that they would not qualify) for public housing because of their working status.
- C. Affirmative Marketing Steps
1. Targeting: Identify the segments of the eligible population that are least likely to apply.
 - a. Community groups in areas where those least likely to apply may live;
 - b. Population that does not know about mixed-income public housing;
 - c. Families living in the suburbs who would like to move back to the city;
 - d. Domestic Violence survivors;
 - e. Utilize the state of Illinois and city of Chicago Analysis of Impediments (AI) to determine those least likely to apply;
 - f. People participating in workforce development programs;
 - g. Students;
 - h. Families on other PHA’s waiting lists.
 2. Outreach - Attracting groups identified as least likely to apply
 - a. Movesmart.org- a fair housing website that educates residents about housing choices;
 - b. Collaboration with local fair housing groups;

- c. Collaboration with local groups working with families in foreclosure;
- d. Advertisements in local papers printed in languages other than English;
- e. Translate the brochure into languages spoken by at least 5% of the population in Chicago;
- f. Outreach to surrounding towns and counties on the benefits of living in the city of Chicago;
- g. Outreach to regional tenant referral services;
- h. Outreach to institutions that have workers who make between 30-50% AMI and 50-80% AMI- hospitals, schools, labor unions;
- i. Bus tours for those least likely to apply- show area amenities;
- j. Presentations on integrated and diverse communities;
- k. Outreach to people with mobility and sensory impairments of the accessible units; and
- l. Establish a system for documenting outreach activities and keep a list of those who indicate they are interested in the development.

IV. Application and Screening Procedures

A. Waiting List and Referral Procedures

1. CHA Residents with a Right of Return. Current and former Lake Parc Place residents with a right of return will receive priority for public housing in the rehabilitated development. Residents with a right of return will be referred to the development for screening through the CHA Housing Offer Process (HOP). The HOP system will contain the names of eligible, lease-compliant CHA applicants, listed in an order that reflects the priorities under the Relocation Rights Contracts and the housing choices identified by the CHA leaseholders.

B. Wait List Preference

1. A preference establishes the order of applicants on the wait list. An admissions preference does not guarantee admission. Every applicant must still meet this TSP's admissions screening criteria before the CHA will offer a unit.
2. A preference will be granted to applicants on the wait list who are otherwise qualified and who, at the time of applicant screening, are verified to meet the definitions of the preferences described in this section. **24 CFR § 960.206.**
3. If it is determined that an applicant does not meet the criteria for receiving a preference, the applicant will be placed back on the wait list with no preference by the original date of application and the applicant will receive a written notice of this determination. The notice will contain a brief statement of the reasons for the determination and indicate that the applicant has the right to meet with a designee of the CHA to review this decision. Denial of a preference does not prevent the applicant from exercising any legal rights the applicant may have against the CHA if he/she believes discrimination contributed to the CHA's decision to deny the preference. **24 CFR § 960.206.**
4. It is the applicant's responsibility to notify the CHA of any change in the applicant's preference status. If an applicant's preference status changes while on the wait list, the applicant's position on the wait list will be adjusted to reflect the change. The applicant will retain their original date of application when a change is made.

5. In an effort for Lake Parc Place to remain a mixed-income model, a preference will be granted to current applicants on the wait list in order to maintain a 50/50 balance between the number of residents who fall within 0-50% of the AMI (Income Tier I) and those who fall within 51-80% of the AMI (Income Tier II).
6. If the resident is granted admission and was given a preference for falling within 50-80% of the AMI, the leaseholder is required to maintain the income between 50-80% AMI.
7. If the household falls out of the 50-80% AMI category, they will have one year to meet the requirement. At CHA's discretion, failure to meet the requirement may subject the family to lease termination.

C. Pre-Application Procedures

1. Establishing and Maintaining the Wait List: The CHA will establish a site-based waiting list for applicants from the general public. Prospective applicants will be identified through marketing efforts conducted by the CHA according to an affirmative fair housing marketing plan. Applicants who apply to the Lake Parc Place site-based wait list will be considered for a unit only at Lake Parc Place. The wait list will remain open until it has enough applicants who, for at least a two-year period of any anticipated leasing activity, can help maintain a 50/50 balance between the number of residents who fall within 0-50% of the AMI (Income Tier I) and those who fall within 50-80% of the AMI (Income Tier II).
2. Processing Applications: For the purpose of placing applications on the wait list, the CHA will assume that the facts, as self-certified to by the applicant in their application, are correct. All facts provided on the application will be verified later while screening applicants for suitability. Eligibility will be based on the site-based requirements for Lake Parc Place.

D. Administering the Lake Parc Place Site-Based Wait List

1. Application intake and processing, as well as wait list management, monitoring, auditing, and maintenance for the Lake Parc Place site-based wait list will be conducted by the CHA. Marketing, screening for suitability and eligibility, housing offers, and unit assignments will be made by the property manager. Property managers are required to report to the CHA on all outreach efforts to applicants and applicant ineligibility findings, as well as all unit offers, assignments, and refusals.

E. Applicant Outreach

1. The site's property manager will notify the CHA when units are available or anticipated to be available for leasing within 90 days. The CHA will pull from the site-based wait list the next set of applicants that should be screened for a unit(s). The CHA will select applicants from the site-based wait list as follows:
 - a. The CHA will **first** only consider applicants from the Income Tier being targeted in order to achieve a 50/50 balance between residents within 0-50% of the AMI (Income Tier I), and those within 51-80% of the AMI (Income Tier II). If there are not enough applicants on the wait list from the Income Tier being targeted, the CHA will consider the applicants from the remaining Income Tier as a **second** option.

- b. Once the targeted Income Tier has been established, the CHA will then only consider applicants within that Income Tier whose needs match the unit available for leasing (i.e. bedroom size or any accessibility characteristics) according to their wait list ranking.
 - c. The number of applicants selected from the wait list will depend on the number of units available or anticipated to be available for leasing within 90 days.
2. The CHA will provide the property manager with the list of selected applicants, in wait list ranking order, and instruct the property manager to commence the required outreach to applicants. The property manager will then mail at least two letters and make at least two phone calls (if phone numbers are available) to the applicants on the list provided by the CHA, in order to schedule them for an interview.

F. Admissions Screening Process

1. The applicant interview serves to collect more detailed information on the applicant in order to initiate the screening process. As part of the screening process, the property manager will conduct background checks and conduct third-party verifications of the information provided by the applicant to determine the applicant's eligibility and suitability for a unit offer. Such determination will be based on the specific criteria established for Lake Parc Place and the ACOP requirements.

G. Documenting and Reporting the Outcomes of Outreach to and Screening of Applicants

1. Upon completing the outreach and screening process for all the applicants on the list provided by the CHA, the property manager will document and report the outcomes of the outreach and screening process to the CHA. The CHA will review the documentation to ensure that the outreach to all applicants provided was conducted as required and documented thoroughly. If all outreach is determined to have been conducted as required, and the documentation is complete, the CHA will allow the property manager to begin making unit offers, in wait list ranking order, to the applicants who responded to the outreach and passed screening.

H. Determination of Qualification for Admission

1. Upon verification of applicant information, a final determination of qualification for admission is made.
2. Qualified families will be notified by the CHA of the approximate date of occupancy insofar as that date can be determined; however, the date stated by the CHA is an estimate and does not guarantee that applicants will be housed by that date. **24 CFR § 960.208(b).**
3. Unqualified applicants will be sent a notice of denial of admission. The notice will include the basis for such determination and the procedure to follow in the event that the applicant wants to request an informal hearing known as a mitigating hearing. (See **CHA Mitigating Hearing for Rejected Applicants Procedure.**) At the mitigating hearing, the applicant can offer information about mitigating circumstances or mistakes in facts used by the CHA to make the decision. Mitigating hearings for applicants are different from the informal hearings of the resident grievance process. Applicants are not entitled to use of the resident grievance process contained in the **CHA Resident's Grievance Procedure.** **24 CFR § 960.208(a).** However, applicants who are 10/1/99 and/or Post 10/1/99 relocatees, pursuant to the terms of the Relocation Rights Contracts, are eligible to use the formal grievance

process of the *CHA Resident's Grievance Procedure* if the applicant is not satisfied with the mitigating hearing results.

4. Qualified applicants with a disability, who fail to meet the screening criteria, will be offered an opportunity to show whether a reasonable accommodation will make it possible for them to be housed in accordance with the admissions screening criteria. Such an individual is encouraged to present additional information at the initial interview; however he/she may request a second meeting to present such additional information.
5. Applicants who are victims of domestic violence, sexual violence, dating violence, or stalking and are denied admission because they did not pass applicant screening are encouraged to come forward and present any information directly related to the situation, which identifies them as victims of domestic violence, sexual violence, dating violence, or stalking. The CHA will determine if domestic violence, sexual violence, dating violence, or stalking is a factor in the unfavorable results of screening. The CHA will not deny otherwise qualified applicants on the basis that they are or have been victims of domestic violence, sexual violence, dating violence, or stalking.

I. Unit Offer Process

1. The CHA may screen more applicants than the number of units available for leasing in order to have enough applicants to which to lease available units, should some of the applicants fail the screening process or decline a unit offer. If there are not enough units available for all the applicants who pass screening, unit offers will be made in wait list ranking order. Applicants with a lower wait list ranking will be returned to the wait list until more units that match their needs become available for leasing.
2. Unit offers will be made approximately within three to five weeks from the inception of the screening process. The unit offer must be accepted by the applicants within 5 business days. Failure to accept a unit offer within the established timeframe will be considered as rejection of the unit offer. Applicants who reject a unit will be removed from the wait list. The CHA will consider requests for Reasonable Accommodations from persons with disabilities before removing them from the wait list.

V. Admissions Screening Criteria

The CHA will use the screening criteria in this section to determine if an applicant will be accepted or denied. If emergency applicants, who are victims of federally declared disasters, arrive without any documentation, the CHA will obtain the name and SSN of the head of household. The CHA will verify the families' current eligibility by calling REAC and conducting a credit check. If the data cannot be verified by REAC and a credit check, the CHA may accept alternate documentation that demonstrates participation in the public housing program, participation in the Housing Choice Voucher (HCV) Programs, or establishes eligibility.

A. General Requirements

1. An applicant's past performance in meeting financial obligations, especially payment of rent, will be considered. **24 CFR § 960.203.**
2. Applicants with a record of disturbance of neighbors, destruction of property, or living or

housekeeping habits at prior residences which may adversely affect the health, safety, or welfare of other residents may be denied. **24 CFR § 960.203.**

3. Applicants with negative findings from other housing authorities or housing programs will be reviewed. The burden shall be on the applicant to provide evidence to show the negative finding(s) was not the fault of the applicant.
4. Applicants who have been evicted from the CHA or any other subsidized housing program within the last two years from the date of the eviction for nonpayment of rent will have his/her application denied.
5. Applicants who owe funds to the CHA or any other housing authority for any program that the CHA or another housing authority operates will be denied. **24 CFR § 960.203.**
6. Applicants who owe funds or judgment debts to any utility company or cannot obtain utility connections will be denied.
7. Applicants must provide documentation that family members who will reside in the household between ages six through 17 are enrolled in and will attend school regularly.
8. Applicants must provide documentation that children age 13 and under will participate in day care, after school programs, or otherwise be adequately supervised when school is not in session.
9. The CHA will deny the applications of certain applicants based on criminal activity or drug-related criminal activity by household members:
 - a. The CHA will deny any applicant, for three years from the date of eviction, if the applicant or any household member has been evicted from any federally-assisted housing for drug-related criminal activity. However, the CHA may admit the household if the CHA determines that: **24 CFR § 960.204(a).**
 - i. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the CHA;
 - ii. The circumstances leading to the eviction no longer exist (e.g. the household member involved in the drug-related criminal activity is imprisoned); or
 - iii. The applicant household will not include the household member involved in the drug-related criminal activity. **24 CFR § 960.203(c)(3)(i).**
 - b. The CHA is required to deny the application of a household if the CHA determines that:
 - i. Any applicant or household member is currently engaging in illegal use of a drug; **24 CFR § 960.204 (a)(2)**¹
 - ii. There is reasonable cause to believe that an applicant or a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; **24 CFR § 960.204 (a)(2)(ii).**
 - iii. Any applicant or household member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of any federally-assisted housing; **24 CFR § 960.204 (a)(3).**
 - iv. Any member of the household is subject to a lifetime or any registration requirement under a state sex offender registration program, including the ten-year Illinois State

¹ For purposes of this section, a household member is "currently engaged in" the criminal activity if the person has engaged in the behavior recently enough to justify a belief that the behavior is current. **24 CFR § 960.204(2)(i)**

Sex Offender Registration Act; or **24 CFR § 960.204(a)(4)**

- v. Any applicant or member of the household's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.² **24 CFR § 960.204(b)**.
10. In addition to the federally-required prohibitions on admission for criminal activity, the CHA will deny applicants if the CHA can document via police arrest and/or conviction documentation that:
- a. An applicant or household member has ever been convicted of arson or child molestation. **24 CFR § 960.203 (c)(3)**.
 - b. An applicant or household member has ever been convicted of a crime that requires them to be registered under a state sex offender registration program including the ten-year Illinois State Sex Offender Registration Act.
 - c. An applicant or household member has ever been convicted of the manufacture or production of methamphetamine on any premises.
 - d. An applicant or household member has a criminal history in the past three years that involves crimes of violence to persons or property as documented by police arrest and/or conviction documentation. **24 CFR § 960.203(c)(3)**.

Crimes of violence to persons or property include, but are not limited to, homicide or murder; destruction of property or vandalism; burglary; armed robbery; theft; trafficking, manufacture, use, or possession of an illegal drug or controlled substance; threats or harassment; assault with a deadly weapon; domestic violence; sexual violence, dating violence, or stalking; weapons offenses; criminal sexual assault; home invasion; stalking; kidnapping; terrorism; and manufacture, possession, transporting or receiving explosives. **24 CFR § 960.203(3)**.
 - e. Any applicant or household member evicted from any housing for drug-related criminal activity is barred for three years from the date of eviction.
 - f. Any applicant or household member who has been paroled or released from a facility within the last three years for violence to persons or property or drug related criminal activity is barred.
 - g. If the CHA denies an applicant based upon a criminal or police arrest report of pending case information, the applicant's name will remain on the wait list until documentation is presented showing the outcome of the case.
11. An applicant's intentional misrepresentation or omission of information related to eligibility, income, preference for admission, housing history, allowances, family composition, or rent will result in denial of admission. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.
12. Applicants must be able to demonstrate the ability and willingness to comply with the terms of the CHA lease and any lease addendum, either alone or with assistance that they can prove they will have at the time of admission.³ Availability of assistance is subject to verification by

² The CHA must be able to show a relationship between the applicant household member's abuse of alcohol and behavior that threatens the health, safety, or right to peaceful enjoyment of other residents.

³ Applicants whose landlord, financial, criminal, and other references demonstrate that they are already willing and able to comply with lease terms in their existing housing will be considered to have met this criterion. Applicants with disabilities who demonstrate that an agency or individual will assist them with complying with the essential obligations of tenancy will be considered to have met this criterion. Applicants whose housing situations make it difficult for the CHA to determine whether or not they are able and willing to comply with lease terms (e.g. they are homeless, living with friends or relatives, or have other non-traditional housing circumstances) will have to demonstrate ability and willingness to comply with lease terms.

the CHA.

B. Work Requirement

1. Every resident, applicant, and adult authorized family member, age 18 to age 61, is required to comply with CHA's Work Requirement for 15 hours a week on a regular basis, and for 20 hours a week beginning January 1, 2010.
2. Any member of the applicant or resident's household, who is 17 years of age and not attending school full-time, will be subject to the CHA's Work Requirement.
3. Safe Harbor eligibility does not apply to applicants screening for a unit at Lake Parc Place. Relocation Rights Contracts relocatees receiving Safe Harbor status are not eligible for a Lake Parc Place unit.
4. Children age 6-17 must regularly attend school. Applicants must show that children age 13 and under will participate in day care, after school programs, or otherwise be adequately supervised when school is not in session.
5. If an applicant is a victim of domestic violence, sexual violence, dating violence, or stalking, the applicant may request modified considerations because he/she may be unable to work the total number of required hours per week due to safety concerns or necessary time needed for psychological and physical recovery.
 - a. If housed, continued eligibility consideration requires re-examination every 90 calendar days to determine what steps have been taken to acquire employment or correct the problems with the sources of income.
6. Exemptions to the Work Requirement: An exemption will be provided for applicants and/or adult authorized members of the household who are:
 - a. 62 years of age or older;
 - b. Blind or disabled as defined under 216(i)(1) or 1614 of the Social Security Act (42 USC 416(i)(1));
 - c. The primary caretaker of a blind person or person with a disability as defined under the Social Security Act;
 - d. Retired and receiving a retirement annuity or pension;
 - e. Single parent serving as the primary, full-time caretaker for children age one and under; or
 - f. Receiving TANF and have an active Responsibility and Services Plan (RSP).

C. Home Visit and Apartment Inspection

The purpose of the home visit is to determine whether the applicant is capable of meeting the obligations of a tenant, including caring for a unit in a way that creates a healthy and safe living environment. Home visits are subject to the following procedures:

1. Home visits will be conducted by the CHA and may be conducted by an individual or in teams. Applicants will be notified at least 48 hours prior to the scheduled visit. All CHA staff performing home visits will be trained to ensure that the home visit is completed fully and correctly.
2. If the unit inspected as part of the home visit indicates applicant-caused health or safety hazards, housekeeping that contributes to infestation or applicant-caused damage, the application may be denied.
3. If the home visit reveals that the applicant is currently permitting unauthorized occupants to

share the unit, is engaged in criminal activity or some other situation that was inconsistent with the information presented on the application, the applicant could be denied.

The CHA will document any cases where a home visit results in a denial.

An applicant's lack of cooperation during the home visit or during the application process will be considered in assessing an applicant's possible behavior toward neighbors.

Physical or verbal abuse or threats by an applicant towards CHA staff will be noted in the file and included in the screening evaluation.

D. Drug Testing

1. All members of the applicant households age 18 or older will be subject to mandatory drug testing to determine whether any individual member of the family is engaged in illegal drug use. Admission will be denied if the applicant or any eligible household member refuses to take the test. Mandatory drug testing on at least an annual basis will be required as a condition of continued occupancy.
2. If the results of any drug test indicate that the applicant is currently using illegal drugs, and the applicant is unwilling or unable to enter a substance abuse treatment program, the applicant will be denied.
3. If the results of any drug test indicate that the eligible household member is currently using illegal drugs, and the household member is unwilling or unable to enter a substance abuse treatment program, the applicant will be denied unless the household member is removed from the application.
4. If an applicant or an eligible household member fails the test, but
 - a. Enrolls in a substance abuse treatment program, and upon completion;
 - b. Provides verification from a reliable certified drug treatment counselor or program satisfactory to the CHA indicating that the individual has successfully completed a substance abuse treatment program and that the individual and the counselor have developed a follow-up plan for the individual;
 - c. Provides the CHA with a written copy of the follow-up plan;
 - d. The CHA verifies that the individual is fulfilling the requirements of the follow-up plan; and
 - e. The individual passes a subsequent drug test, then the applicant will be considered for occupancy under the screening criteria outlined in this tenant selection plan.
5. Completed and signed consent forms conforming to HUD requirements must be submitted for each household member age 18 or older permitting the CHA to obtain information about the results of drug tests from the drug testing and substance abuse treatment facilities. All information obtained from drug testing and substance abuse treatment facilities is confidential.
 - a. If an applicant household is admitted to occupancy for the reasons described above, the information involving the drug testing results will be destroyed within 5 business days of the date of admission.
 - b. If the applicant household is denied occupancy, the information involving the drug testing results will be destroyed after the date on which the statute of limitation expires for the commencement of any civil litigation based on the denial of the application, or until the end of any litigation in connection with the denial, whichever is later.

6. If the applicant for Lake Parc Place is currently a CHA public housing resident and either the applicant or any eligible household member's drug test indicates that the individual is currently using illegal drugs, the CHA will begin the process of lease termination for failure to refrain from any drug-related criminal activity on or off the premises. According to the Residential Lease Agreement, the term drug-related criminal activity means the illegal manufacture, sale, distribution, use, possession, storage, service, delivery, or cultivation of a controlled substance.
 7. Upon annual re-examination, all resident households age 18 or older will be subject to mandatory drug testing to determine whether any individual member of the family is engaged in current use of illegal drugs. The results of any drug test that indicate that the individual is currently using illegal drugs will count as a material lease violation subject to lease termination.
- E. School Attendance
1. The head of household must provide documentation that family members who reside in the household between ages six through 17 are enrolled in and attend school regularly.
 2. Upon annual re-examination, the CHA will require that the previous year's report card(s) (if quarterly, all four quarterly report cards will be required) is provided for the past year, which documents school attendance.
 3. In accordance with the Chicago Public School standard, eighteen (18) or more unexcused absences will count as a material lease violation subject to lease termination.

VI. Determination of Qualification for Admission

- A. Upon verification of applicant information, a final determination of eligibility for admission is made.
- B. Eligible families will be notified by the CHA of the approximate date of occupancy insofar as that date can be determined; however, the date stated by the CHA is an estimate and does not guarantee that applicants will be housed by that date. **24 CFR § 960.208(b)**.
- C. Ineligible applicants will be sent a notice of denial. The notice will include the basis for such determination and the procedure to follow in the event that the applicant wants to request an informal hearing known as a mitigating hearing. At the mitigating hearing, the applicant can offer information about mitigating circumstances or mistakes in facts used by the CHA in making the decision. Mitigating hearings for applicants are different from the informal hearings of the resident grievance process. Applicants are not entitled to use of the resident grievance process contained in the ***CHA Resident's Grievance Procedure***. **24 CFR § 960.208(a)**. However, applicants who are 10/1/99 and/or Post 10/1/99 relocatees, pursuant to the terms of the Relocation Rights Contracts, are eligible to use the formal grievance process of the ***CHA Resident's Grievance Procedure*** if the applicant is not satisfied with the mitigating hearing results.
- D. Qualified applicants with a disability, who fail to meet the screening criteria, will be offered an opportunity to show whether a reasonable accommodation will make it possible for them to be housed in accordance with the admissions screening criteria. Such an individual is encouraged to present additional information at the initial interview; however he/she may request a second meeting to present such additional information.
- E. Applicants who are victims of domestic violence, sexual violence, dating violence, or stalking and are denied admission because they did not pass applicant screening are encouraged to come forward and present any information directly related to the situation, which identifies them as

victims of domestic violence, sexual violence, dating violence, or stalking. The CHA will determine if domestic violence, sexual violence, dating violence, or stalking is a factor in the unfavorable results of screening. The CHA will not deny otherwise qualified applicants on the basis that they are or have been victims of domestic violence, sexual violence, dating violence, or stalking.

VII. Occupancy

A. Lease Requirements

1. All applicants who are selected for housing under this tenant selection plan shall sign the CHA Residential Lease Agreement. The form of lease for all occupants will conform to the requirements of the Residential Landlord and Tenant Ordinance. The lease for occupants of public housing units will be approved by the CHA and HUD.
2. All applicants are required to sign the Lease Addendum for Units at Lake Parc Place.

B. Rent

1. At the time of admission, a public housing applicant must choose to pay either an income-based rent equal to the greatest of 30% of the household's adjusted monthly income or 10% of monthly income, less a utility allowance, or may choose to pay a flat rent established by the CHA.
2. A family that elects to pay an income based rent shall make a minimum rent payment of \$75 or such higher rent which may be established by the CHA, minus the applicable utility allowance.
3. Once the applicant becomes a public housing resident household, if necessary, the resident may request a hardship exemption from the minimum rent requirement. A family will qualify for a hardship exemption if the CHA determines that there is hardship that is expected to last 90 days or more, including circumstances where:
 - a. The family has lost eligibility for or is awaiting an eligibility determination for a government assistance program;
 - b. The household includes a member who is a non-citizen lawfully admitted for permanent residence in the United States and who would be eligible for public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996;
 - c. The family would be evicted because of the inability to pay a minimum rent;
 - d. Household income is decreased because of changed circumstances, including loss of employment;
 - e. There was a death in the family; or
 - f. Other documented circumstances exist that the CHA determines create a family hardship.
4. If a household requests a hardship exemption from the minimum rent requirement, the CHA will suspend the minimum rent effective in the month following the month of the request until it is determined that the hardship will last at least 90 days. In no event will the household be evicted for non-payment of rent for the 90 day period beginning on the day of the request for the hardship exemption. If it is determined that the hardship will last less than 90 days, the obligation to pay the minimum rent will be reinstated effective the month the

minimum rent obligation was suspended. The family must enter into a repayment arrangement to pay any rent determined to be due. A household qualifying for a hardship exemption must pay an income based rent, less a utility allowance, and may qualify for a utility reimbursement. The family must report any changed circumstances affecting the hardship exemption within 15 days of the change.

C. Work Requirement

1. Every resident, applicant, and adult authorized family member, age 18 to age 61, is required to comply with CHA's Work Requirement for 15 hours a week on a regular basis, and for 20 hours a week beginning January 1, 2010.
2. Any member of the applicant or resident's household, who is 17 years of age and not attending school full-time, will be subject to the CHA's Work Requirement.
3. Safe Harbor: Residents and/or adult authorized family members of the resident's household may be eligible for the Safe Harbor Clause. When residents and/or adult authorized family members of the resident's household are unable to comply with the work requirement, they can request Safe Harbor consideration by showing he/she legitimately attempted to comply with the work requirement and are still unable to secure employment or otherwise fully meet the work requirement.
4. Safe Harbor eligibility includes but is not limited to:
 - a. Waiting for approval or an appeal of an application for SSI/SSDI;
 - b. Temporary medical condition;
 - c. Separation from employment (within the last 60 calendar days);
 - d. Participating in an active DCFS plan to reunify their family (parents with children under age five) where participation is time consuming;
 - e. Either the victim or the caregiver for a victim of violence, including but not limited to domestic violence, sexual violence, dating violence, and stalking;
 - f. Attempted but failed to find adequate child care to allow the residents and/or adult authorized member to work; and
 - g. Attempted but failed to find employment.
5. The resident and adult authorized family members of the resident's household, who are approved by the CHA for Safe Harbor status, will be required to undergo an interim Safe Harbor re-examination with the property manager every 90 calendar days from the date of the Safe Harbor request.
 - a. If approved for Safe Harbor, the resident and/or adult authorized family member of the resident's household will be referred to a FamilyWorks provider to create an Action Plan that facilitates compliance.
 - b. Safe Harbor status must be approved every 90 calendar days through an interim Safe Harbor re-examination with property management.
 - c. If the resident or adult authorized family member of the resident's household is denied Safe Harbor, the resident has the right to grieve the CHA's decision through the grievance process outlined in the *CHA Resident's Grievance Procedure*.
6. Any non-exempt adult authorized member of the resident's household, who fails to meet the Work Requirement and does not qualify for Safe Harbor, may be subject to lease termination and eviction.

7. Residents and/or adult authorized family members of the resident's household approved for Safe Harbor status must meet the Community Service/Economic Self-Sufficiency Policy requirement of eight hours per month, unless they qualify for an exemption from the Community Service/Economic Self-Sufficiency requirement.
 - a. Compliance with Community Service/Economic Self-Sufficiency requirement will be tracked every 90 calendar days at the Safe Harbor interim re-examination.

VIII. Good Faith Relocation Rights Contracts Families (10/1/99 and/or Post 10/1/99 Residents)

- A. For any Relocation Rights Contracts families (10/1/99 and or Post 10/1/99 resident) who are not in compliance with the work requirement stated in this Tenant Selection Plan, shall have the right not to be evicted unless an independent hearing officer, finds that the resident is not making a good faith effort to comply with the additional lease requirement. In making such a determination, the hearing officer shall take into consideration all of the resident's circumstances, including, but not limited to, the ability of the resident to comply with the additional lease requirements and to access adequate outreach, assessment, referral or follow-up services as part of the initiative to assist the resident to comply with the additional lease requirement. The determination of the hearing officer shall be subject to the applicable provisions of existing law

Draft Lease Addendum LAKE PARC PLACE

I. Agreement to the Terms of the Lease Addendum

The Leaseholder acknowledges that the Unit is a public housing unit that may receive assistance from the Chicago Housing Authority (the “CHA”), and is a qualified low income unit located at Lake Parc Place. The Leaseholder and the CHA agree that the Leaseholder’s Lease for the Unit is subject to the provisions of the rules of the U.S. Department of Housing and Urban Development (“HUD”), the Federal Code of Regulations, the Leaseholder’s agreements with the CHA, and the additional terms and conditions of the CHA Lease Addendum for Lake Parc Place Units. The terms and conditions of the Lease Addendum are made part of the Lease. In the event of conflict between the provisions of the Lease Addendum and the provisions of the Lease, the provisions of the Lease Addendum will govern. In the event the Lease Addendum is silent, the Lease will govern.

II. Permitted Occupants

A. The Leaseholder agrees that only those persons listed below are authorized to reside in the Unit as members of the Leaseholder’s household:

Name	SSN	Age	Relationship
			Head of Household
			Co-Head of Household

B. The Leaseholder agrees that only the following person(s) are authorized to live in the Unit as the Live-In Aide of the Leaseholder, or the Live-In Aide of a member of the Leaseholder’s household:

Name	Address	Telephone	SSN

C. By signing the Lease Addendum, the Leaseholder certifies (1) that the Live-In Aide is essential to the care and well-being of the Leaseholder or a member of the Leaseholder’s household; (2) that the Live-In Aide is not obligated for the support of the Leaseholder or any member of the Leaseholder’s household; and (3) that the Live-In Aide would not be present in the Leaseholder’s Unit except to provide care to the Leaseholder or a member of the Leaseholder’s household.

D. The Leaseholder agrees that the Live-In Aide is not a member of the Leaseholder’s household and shall not be afforded the rights of a Leaseholder, or a member of a Leaseholder’s household under the applicable provisions of HUD rules. The Leaseholder agrees that the income and the assets of the Live-In Aide shall not affect the amount of the Leaseholder’s

rent, or the Leaseholder's eligibility for continued occupancy in the Unit. The Leaseholder agrees that the Leaseholder is responsible for the conduct of the Live-In Aide. The Leaseholder agrees that the Lease may terminate based on any act or omission of the Live-In Aide that violates the Lease, the Lease Addendum, or the Rules and Regulations of the Property as in effect from time to time and posted at the management office for the Property.

III. Security Deposit

The Leaseholder agrees to pay a Security Deposit equal to the amount of the first month's rent paid by the Leaseholder, \$ _____, as of the date of the Lease Addendum. Existing residents who have not paid a security deposit must pay a deposit of one (1) month's rent within three months of signing the Lease. Security deposits shall not be increased even if rent increases.

IV. Additional Obligations of the CHA

A. In the event that the Lease is terminated without fault or cause by the Leaseholder because any part of the Unit or common area is condemned, taken by eminent domain, expropriated or otherwise regulated by any governmental agency in a manner that would prevent lawful occupancy of the Unit, CHA agrees to offer the Leaseholder a new lease in another public housing unit appropriate for the Leaseholder's household, if such a unit is available; provided that nothing in this paragraph shall in any way affect the rights and obligations of the CHA or the Leaseholder under Section 8, 11, or 16 of the Lease.

V. Work and Self-Sufficiency Requirements

- A. Every resident and adult authorized family member, age 18 to age 61, is required to be employed 15 hours a week on a regular basis, and for 20 hours a week beginning January 1, 2010. Any member of the applicant or resident's household, who is 17 years of age and not attending school full-time, will be subject to the CHA's Work Requirement.
- B. Children age 6-17 must regularly attend school. Resident must show that children age 13 and under will participate in day care, after school programs, or otherwise be adequately supervised when school is not in session.
- C. If anyone in the household is a victim of domestic violence, sexual violence, dating violence, or stalking, that person may request modified considerations because he/she may be unable to work the total number of required hours per week due to safety concerns or necessary time needed for psychological and physical recovery.
1. Continued eligibility consideration requires re-examination every 90 calendar days to determine what steps have been taken to acquire employment or correct the problems with the sources of income.
- D. Exemptions to the Work Requirement: An exemption will be provided for residents and/or adult authorized members of the household who are:
1. 62 years of age or older;
 2. Blind or disabled as defined under 216(i)(1) or 1614 of the Social Security Act (42 USC 416(i)(1));
 3. The primary caretaker of a blind person or person with a disability as defined under the Social Security Act;
 4. Retired and receiving a retirement annuity or pension;

5. Single parent serving as the primary, full-time caretaker for children age one and under;
or
 6. Receiving TANF and have an active Responsibility and Services Plan (RSP).
- E. **Safe Harbor:** Residents and/or adult authorized family members of the resident's household may be eligible for the Safe Harbor Clause. When residents and/or adult authorized family members of the resident's household are unable to comply with the work requirement, they can request Safe Harbor consideration by showing he/she legitimately attempted to comply with the work requirement and are still unable to secure employment or otherwise fully meet the work requirement.
- F. Safe Harbor eligibility does not apply to applicants screening for a Lake Parc Place unit.
- G. Safe Harbor eligibility includes, but is not limited to:
1. Waiting for approval or an appeal of an application for SSI/SSDI;
 2. Temporary medical condition;
 3. Separation from employment (within the last 60 calendar days);
 4. Participating in an active DCFS plan to reunify their family (parents with children under age five) where participation is time consuming;
 5. Either the victim or the caregiver for a victim of violence, including but not limited to domestic violence, sexual violence, dating violence, and stalking;
 6. Attempted but failed to find adequate child care to allow the residents and/or adult authorized member to work; and
 7. Attempted but failed to find employment.
- H. The resident and adult authorized family members of the resident's household, who are approved by the CHA for Safe Harbor status, will be required to undergo an interim Safe Harbor re-examination with the property manager every 90 calendar days from the date of the Safe Harbor request.
1. If approved for Safe Harbor, the resident and/or adult authorized family member of the resident's household will be referred to a FamilyWorks provider to create an Action Plan that facilitates compliance.
 2. Safe Harbor status must be approved every 90 calendar days through an interim Safe Harbor re-examination with property management.
 3. If the resident or adult authorized family member of the resident's household is denied Safe Harbor, the resident has the right to grieve the CHA's decision through the grievance process outlined in the **CHA Resident's Grievance Procedure**.
- I. Any non-exempt adult authorized member of the resident's household, who fails to meet the Work Requirement and does not qualify for Safe Harbor, may be subject to lease termination and eviction.
- J. Residents and/or adult authorized family members of the resident's household approved for Safe Harbor status must meet the Community Service/Economic Self-Sufficiency Policy requirement of eight hours per month, unless they qualify for an exemption from the Community Service/Economic Self-Sufficiency requirement.
- a. Compliance with Community Service/Economic Self-Sufficiency requirement will be tracked every 90 calendar days at the Safe Harbor interim re-examination.

- K. For any Relocation Rights Contracts families (10/1/99 and or Post 10/1/99 resident) not in compliance with the work requirement stated in this Lease Addendum, shall have the right not to be evicted unless an independent hearing officer, finds that the resident is not making a good faith effort to comply with the additional lease requirement. In making such a determination, the hearing officer shall take into consideration all of the resident's circumstances, including, but not limited to, the ability of the resident to comply with the additional lease requirements and to access adequate outreach, assessment, referral or follow-up services as part of the initiative to assist the resident to comply with additional lease requirement. The determination of the hearing officer shall be subject to the applicable provisions of existing law

VI. Drug Testing

- A. Mandatory drug testing on at least an annual basis will be required as a condition of continued occupancy for everyone age 18 and older who reside in the resident household. Termination of tenancy will occur if any member of the family refuses to take the test.
- B. Complete and signed consent forms conforming to HUD requirements must be submitted for each household member age eighteen or over permitting the CHA to obtain information about the results of drug tests from the drug testing and substance abuse treatment facilities. All information obtained from drug testing and substance abuse treatment facilities is confidential. Results of the drug testing received by CHA and/or property management will be destroyed within 5 business days of the date of receipt. If the results of any drug test indicates that an individual is currently using illegal drugs, the results will be maintained until the end of any litigation in connection with the termination is complete.
- C. Upon annual re-examination, all resident households age 18 or older will be subject to mandatory drug testing to determine whether any individual member of the family is engaged in current use of illegal drugs. The results of any drug test that indicate that the individual is currently using illegal drugs will count as a material lease violation subject to lease termination.

VII. School Attendance

- A. The head of household must provide documentation that family members who reside in the household between ages six through 17 are enrolled in and attend school regularly.
- B. Upon annual re-examination, the CHA will require that the previous year's report card(s) (if quarterly, all four quarterly report cards will be required) is provided for the past year, which documents school attendance.
- C. In accordance with the Chicago Public School standard, eighteen (18) or more unexcused absences will count as a material lease violation subject to lease termination.

VIII. Preference Requirement

- A. In an effort for Lake Parc Place to remain a mixed-income model, a preference will be granted to current applicants on the wait list to maintain a 50/50 balance between the number of residents who fall within 0-50% of the AMI (Income Tier I) and those who fall within 51-80% of the AMI (Income Tier II).

- B. If the resident is granted admission and was given this preference, the leaseholder is required to maintain the income between 50-80% AMI.
- C. If the household falls out of the 50-80% AMI category, they will have one year to meet the requirement. At CHA's discretion, failure to meet the requirement may subject the family to lease termination.

IX. Termination of the Lease

The CHA may terminate the Lease for the reasons described in the Lease, the Tenant Selection Plan, in this Lease Addendum, and the CHA Admissions and Continued Occupancy Policy where applicable.

X. Signatures, Certifications and Acceptance of the Lease Addendum

The undersigned hereby acknowledge, agree to and accept in full the terms and conditions of the Lease Addendum. The undersigned hereby certify and agree as follows:

- A. The CHA has my permission to verify my income from my employer, using the attached form now and on an annual basis.
- B. If my income certification and/or any lease application submitted by me is false, or if I fail to provide annual certifications, the CHA will have the right to terminate my Lease and recover possession of my Unit.
- C. I hereby certify that I have not committed fraud in connection with any federal housing assistance program. If I have committed fraud, such fraud was fully disclosed to the CHA before execution of the Lease or before CHA approval for occupancy of the unit. I further certify that all information or documents submitted to the CHA before and during the Lease term are true and complete to the best of my knowledge and belief. If I do give fraudulent information, I understand that my Lease may be terminated or my rent retroactively increased.

(Signature of Head of Household)

Dated: _____

(Signature of Adult Household Member)

Dated: _____

(Signature of Adult Household Member)

Dated: _____