

TENANT SELECTION PLAN

Ogden Commons Chicago, Illinois

I. INTRODUCTION

This **Tenant Selection Plan**, (“the Plan”) outlines the procedures that The Habitat Company LLC, (“Management”) will follow in selecting tenants for the **Ogden Commons** development (the “Development”).

Management is responsible for implementing the procedures outlined in the Plan.

II. PROJECT DESCRIPTION & UNIT MIX

The 92-unit Ogden Commons Residential A-1 development is the first residential phase of a multi-phase mixed-use, mixed-income neighborhood development, planned to include two more than 50,000 square foot commercial/retail buildings. These commercial buildings will offer ground floor retail, with two floors of commercial above anchored by Mt. Sinai Hospital. This Phase A-1 Residential development will include one large multi-family building with community activity space and an exterior children’s play area.

Exterior project amenities will include a children's playground, a picnic area with tables and grills, connected sidewalks with outdoor benches, and dedicated visitor parking. There will be new landscaping and trees. Interior project amenities will include a welcome lobby/reception area, a computer room, an exercise room/fitness center, resident services space, and a dedicated recycling area. All units will include an Energy Star-rated dishwasher and countertop microwave oven. In addition, the 18 units to be contained in the townhouse-style flats building will be furnished with in-unit washers and dryers.

Ogden Commons will provide high quality housing to Chicago residents with a mix of 40% Rental Assistance Demonstration (RAD), 50% traditional LIHTC affordable and 10% market rate units.

The development includes studios, one-bedroom, two-bedroom and three-bedroom units. There will be affordable, Low Income Housing Tax Credit (LIHTC) units with additional funding subsidies provided through the Chicago Housing Authority project-based vouchers. These vouchers come from the transfer of assistance subsidies from a public housing site transitioning through HUD's Rental Assistance Demonstration (RAD) program and called "RAD PBV Units". The development may also offer units that are subject to the LIHTC requirements only and not reserved for CHA Households ("LIHTC-only Units"). The development also includes unrestricted units that are not subject to any affordability requirements ("Market Units").

No. of Bedrooms	CHA RAD PBV/ LIHTC	LIHTC-only	Market	Total
Studio	-	21	2	23
1	32	22	6	60
2	5	3	1	9
Total	37	46	9	92
%	40%	50%	10%	

LIHTC Units:

The Project includes 46 LIHTC units, 37 of which are rent-assisted units through CHA's Project Based Rental Assistance Program.

Rent-Assisted Units:

The Project includes 37 RAD PBV units that will be governed by a housing assistance payment (HAP) contract and also subject to the provisions of the Federal Low-Income Housing Tax Credit program ("LIHTC Requirements"). Management recognizes that there are additional rights and responsibilities for applicants of the RAD PBV units under CHA's Administrative Plan for the Housing Choice Voucher Program. Notwithstanding any provisions of this Plan to the contrary, in the event of any conflict between the Plan and the LIHTC Requirements, the LIHTC Requirements shall govern.

Project Income Restrictions:

The RAD PBV units and LIHTC units will be restricted to households with incomes no more than either 60% or 80% of current Area Median Income (AMI) and will be subject to the LIHTC and Bond Requirements. The Market Units will not have any maximum income limits. Please see the approved unit mix summary below:

The following policies and procedures will apply to all applicants screening for the Development. Management recognizes that there are additional rights and responsibilities for RRC applicants under the CHA Leaseholder Housing Choice and Relocation Rights Contract 10/1/99 ("RRC") and Chicago Housing Authority Administrative Plan for the Housing Choice Voucher Program who apply for RAD PBV units.

Smoke Free Housing Policy

The development has a Smoke Free Housing Policy. Smoking is prohibited in any area of the property, private, public and common, whether inside or outdoors. This policy applies to all owners, property staff, applicants, residents, guests, and service providers.

"Smoking" shall include the inhaling, exhaling, or carrying of any lighted cigarette, e-cigarette, cigar, pipe, other tobacco product, marijuana including medical marijuana, herbal smoking products "Legal Weed" or products known as "bath salts" or other legal or illegal substance.

A. Regulations of Smoking Indoors

1. Smoking shall be prohibited in all indoor areas of OGDEN COMMONS. This includes, but is not limited to, the community building, all common areas, individual apartments, hallways, stairs, elevators, restrooms, motor vehicles owned or leased by OGDEN COMMONS, and any other enclosed areas.

B. Regulation of Smoking Outdoors

1. Notwithstanding the above prohibition on smoking in enclosed areas, the owner/agent shall also prohibit smoking in all outdoor areas, including, but not limited to parking lots, outside doorways, individual apartment decks, balconies and patios.
2. Designated smoking areas will be allowed 15 feet from the entrances of the building.

3. Residents, guests and service providers are required to dispose of cigarette butts, matches and garbage in the appropriate dispensers maintained in the designated smoking area.
4. Residents, guests and service providers are allowed to use the outdoor designated smoking area at any time, but must not infringe on any resident's right to the quiet enjoyment of their apartment.

C. Communication of Smoke Free Housing Policy

1. The Smoke Free Housing policy will be communicated to new staff at the time of employment and to new residents at application or prior to admission and/or prior to the signing of a lease.
2. Vendors will be notified at the beginning of any engagement.
3. It is the responsibility of the resident to notify any guest, service provider hired by the resident or a resident's representative, of the Smoke Free Housing Policy.

D. Enforcement of The Smoke Free Housing Policy

1. All residents understand that enforcement of the Smoke Free Housing Policy and all other policies is the responsibility of the owner/agent and the property staff. Residents will not "self-police" the property. Under no circumstances will a resident approach another resident, a resident's guest or a service provider to inquire about smoking or attempt to stop smoking on the property.
2. If a resident witnesses or suspects that a resident is smoking, the proper action is to advise the property staff during normal business hours.
3. If a resident witnesses or suspects that another resident's guest, service provider or representative is smoking, the proper action is to advise the property staff during normal business hours.
4. Approaching a resident to enforce the lease or house rules is considered "tenant on tenant" harassment and is strictly prohibited. This action is grounds for termination of tenancy (eviction).
5. The owner/agent and/or property staff is not required to take steps in response to unauthorized smoking unless the owner/agent and/or property staff knows of said smoking or has been given written notice of said smoking. The owner/agent and/or property staff will accept such notice in an equally effective format, as a reasonable accommodation, if there is the presence of a disability.

E. Landlord Not a Guarantor of Smoke-Free Environment

1. Each resident acknowledges that the owner/agent adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of the resident's health or of the smoke-free condition of the resident's unit and the common areas.
2. The owner/agent and/or property staff shall take reasonable steps to enforce the smoke-free terms of its leases/house rules and to make the complex smoke-free.

Failure to comply with the Smoke-Free Housing Policy will be considered a material lease violation.

Nothing in the rules above shall be construed to restrict the power of any county, or municipality, to adopt and enforce additional standards to establish smoke-free public places.

If the owner/agent receives a complaint, the head-of-household will be notified that there has been a complaint about smoking. The resident will be reminded that there is a smoke-free policy. If there is a second complaint, the head-of-household will be notified and will receive notice of a formal complaint. If there is a third complaint, the household will be issued a notice of lease violation and all adult household members must meet with the property staff. All adult household members must agree to ensure that all household members, guests of the residents and service providers hired by the residents will comply with the policy. If household members do not agree to comply, the owner/agent will begin the process to terminate the tenancy (evict). If the household members agree to comply, and there is another complaint, the owner/agent will begin the process to terminate the tenancy (evict).

Use of Marijuana – Federally Funded Property

Regardless of the legalization under state law, use of marijuana in any form, is illegal under the Controlled Substances Act (CSA) and is therefore an illegal controlled substance under Section 577 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA). Based on federal law, new admissions of marijuana users are prohibited.

QHWRA requires that owner/agents establish lease standards that prohibit admission based on the illegal use of controlled substances including state-legalized marijuana.

Residents are prohibited from using marijuana (even in a smokeless manner).

If HUD rules change, the property House Rules may be edited to conform to the policies set forth by HUD.

Use of Smoke-Free Tobacco Products

The use of any chewing tobacco or “dip” (oral tobacco products) will be prohibited from all public and common areas including, but not limited to, the management office, community room, any areas where meals are prepared or served, laundry room, walkways and recreational areas. The policy applies to all property staff, residents, residents’ guests, residents’ service providers, contractors and visitors.

Reasonable Accommodation Policy

Please see the attached reasonable accommodation policy within the Exhibits.

III. MARKETING PROCEDURES RAD PBV UNITS

A. Affirmative Marketing Requirements for RAD PBV units

Applicants for the RAD PBV units that are subject to the RRC are referred to herein as the “RRC Applicants”. The marketing of RAD PBV units will begin by notifying the prospective RRC applicants included in the CHA Relocation Management Tracking System (“RMTS”) database of the upcoming availability of units. If such notification does not yield a sufficient number of responses from RRC applicants, Management will consider more extensive outreach measures including use of Family Works

Providers to assist with RRC applicant outreach. CHA will maintain the RMTS database and will be the primary source of prospective RRC applicants.

Upon exhaustion or in concurrence with the RRC applicant waitlist, the waiting list for RAD PBV units will be created by Management from the CHA site-based waitlist made available to Management.

B. Marketing Requirements for LIHTC Units

The Ogden Commons will also maintain a site-based waitlist for LIHTC units not receiving RAD PBV assistance.

C. Marketing Requirements for Market Rate Units

The Ogden Commons will track incoming applicants and house approved applicants as they are ready for move-in.

IV. PRIORITY OF APPLICANTS

A. Priority of Applicants for RAD PBV units

Eligibility for the RAD PBV Units will be granted based on the Chicago Housing Authority's Administrative Plan for the Housing Choice Voucher Program. Preference for the admission to the RAD PBV units will be given to eligible RRC Applicants in accordance with the levels of preference established by the RRC, subparagraph (4)(d). The CHA will provide Management with a list (or access to a database) of all Families subject to the RRC that are Authority-Lease compliant with a stated preference for this Development / location (the "RRC List"). The RRC List will also reflect an order of priority for admission consideration established by the CHA, in compliance with the Housing Offer Process ("HOP"). These preferences shall remain in effect until the RRC list has been exhausted. Screening criteria described elsewhere shall apply to the consideration of admission of all applicants, including RRC Applicants. At all times, the order of admission to the RAD PBV units shall be governed by the requirement that all of the RAD PBV units shall be occupied by residents in accordance with the income requirements set forth in this Tenant Selection Plan.

CHA RRC HOP applicants will have first priority for occupancy of the RAD PBV units if the household documents submitted at the time of admission show that the head or co-head of household is employed at least 30 hours per week and has at minimum a two-year history of verifiable continuous employment. Public housing applicant households in which the head or co-head of household is exempt from the employment and self-sufficiency requirements for the reasons described in this Tenant Selection Plan also qualify for first priority for occupancy of the RAD PBV units.

CHA RRC HOP applicants will have second priority for occupancy if the household documents submitted at the time of admission show that the head or co-head of

household is engaged in activities that will lead to no less than 30 hours per week of employment within one year of admission. To meet this requirement, the head or co-head of household must be engaged in one or in a combination of the following activities at least 30 hours each week (or 20 hours, as applicable):

1. Employment;
2. Enrollment and regular attendance in an economic self-sufficiency program, including a HOPE VI Community and Supportive Services program;
3. Verified job search and/or regular attendance at employment counseling;
4. Basic employment skills training;
5. Enrollment and consistent attendance in a regular program of education, including general equivalency diploma classes, secondary or post-secondary education, or English proficiency or literacy classes.

B. Priority of Applicants for Accessible Units

Management will give priority for accessible units to applicants with disabilities who require the accessible features of the unit over applicants without disabilities who do not require such accessibility features. Unless an applicant requests priority placement in an accessible unit, Management will not inquire whether an applicant for a dwelling, a person intending to reside in that dwelling unit after it is rented and made available, or any persons associated with that person, has a disability or inquire as to the nature or severity of the disability of such person.

V. WAITING LIST PROCEDURES

The following describe the procedures for waiting list(s) based on the various programs at Ogden Commons.

A. Management of Waiting Lists

RAD PBV units

Management will process applicants from the following waiting lists and in order listed below:

1. RRC/HOP;
2. CHA Site Based

The Waiting List for RAD PBV units shall be initially derived from the RRC list developed by the CHA to be made available to Management. Subsequent priorities in admission to occupancy will be consistent with the Gautreaux Orders, to the extent applicable. Gautreaux Orders are all applicable orders of the United States District Court for Northern Illinois in Gautreaux vs. CHA et al., Nos. 66 C 1459 and 66 C 1460.

For the RAD PBV units, when a vacancy occurs, Management will notify CHA who will refer applicants who are on CHA's applicable Waiting List(s) to the Owner to refill the RAD PBV units

LIHTC Units with no RAD-Assistance

A separate site-based waiting list will be maintained for the LIHTC units without RAD-Assistance.

Market Rate Units

No site-based waiting list will be maintained. Applicants will be offered units in the order they are processed.

B. Contacting Persons on the Non-CHA Waiting Lists

1. Management will contact applicants through the following process to schedule an interview: When a unit becomes available, Management will then contact the selected applicant by phone or email at least three (3) times within a forty-eight (48) hour period, provided the applicant has a working phone number. If the applicant cannot be reached, a letter shall be sent by First Class mail to the last address provided by the applicant requesting a date and time for an interview. If the applicant does not respond within ten (10) business days from the date Management sent its letter, then the applicant forfeits the opportunity to apply for the available unit, but will remain on the applicable Waiting List. When a second unit becomes available, Management will send another letter to the applicant. If the applicant does not respond to the second letter within ten (10) business days from the date Management sent its letter, Management will deem the applicant inactive.
2. If an applicant refuses a unit, the applicant will remain at the top of the applicable Waiting List if returned for good cause. If the applicant refuses the second screening opportunity, Management will send a letter notifying the applicant of removal from the applicable waiting list and the application will be placed in the inactive file.
3. When an interview is scheduled, but the applicant fails to attend, Management will recommend that applicant be removed from the applicable waiting list, unless good cause is provided.
4. Management will document all its attempts at contacting the applicant in its Tenant Tracking Log.

5. Management will follow the same process listed above to screen applicants for RAD PBV units. Any applicant's failure to comply will result in Management's recommendation to the Chicago Housing Authority to remove the applicant from the Waiting list.

C. Updating the Waiting List

RRC and CHA's Site-Based Waiting List(s)

Waiting lists will be administered by CHA.

Management Site Based Waiting List(s) for Non-CHA Units

Management's Site-Based Waiting Lists for non-CHA units will be updated at least once every twelve (12) months in the following manner: Management will send a letter to each applicant on the Site-Based Waiting List. The letter will inform the applicant to return the included Reply Card if the applicant still wants to live at the Development. The applicant will have fifteen (15) business days from the date Management sent its letter to respond. If Management receives no response, Management will place the applicant's application in the inactive file and send a letter informing the applicant of this action. The foregoing process shall not apply to the RRC and CHA Lists.

D. Removal from Waiting List

RRC and CHA's Site-Based Waiting List(s)

Waiting lists will be administered by CHA.

Site Based Waiting List(s) for Non-CHA Units

Management will remove names of applicants from its Site-Based Waiting List for the following reasons:

1. Applicants who do not respond to Management's request to attend meetings or provide and/or update information. When an interview is scheduled, but the applicant fails to attend, Management will telephone the selected applicant three (3) times within a forty-eight (48) hour period, provided the applicant has a working phone number. If there is no response from the applicant after three (3) attempts within forty-eight (48) hours, the applicant's name will be determined inactive and removed from the Waiting List.
2. Applicants whose correspondence from Management returns from the U.S. Postal Service marked as "Undeliverable."
3. Applicants who indicate that they are no longer interested in remaining on the Development Waiting List

4. Applicants who Management determines are former tenants that owe money to the Development. Management will place these applicants on the Waiting List only after the applicant has either paid the debt or has arranged and is current in a payment plan to pay the debt.
5. Management will follow the same process listed above request CHA's removal of applicants for RAD PBV units from the Waiting list.

E. Closing the Waiting List

CHA's RRC and Site-Based Waiting List(s)

CHA's RRC and site-based waiting list(s) are maintained by the Chicago Housing Authority and are monitored appropriately to determining waiting list(s) closings.

Management Site Based Waiting Lists for Non-CHA Units

As it pertains to Management's site-based waiting list(s) once the number of Applications for LIHTC site-based waitlist(s) equals three times the total number of units, Management will not accept any additional Applications for that Waiting List.

F. Reopening a Waiting List

RRC and CHA's Site-Based Waiting List(s)

For the RAD PBV units, prospective applicants will be notified utilizing the RMTS and the CHA's housing waiting list(s).

For the RAD PBV units, when a vacancy occurs, Management will notify CHA who will refer applicants who are on CHA's applicable waiting list(s) to the Owner to refill the RAD PBV units.

Management Site Based Waiting List(s) for Non-CHA Units

If, based on the maximum number of Applications, it is anticipated that all persons who have submitted Applications for Management's site-based waitlist(s) for a specific unit size will be housed within the next twelve (12) months, the Waiting Lists for that unit size only will be reopened and Applications will again be accepted. Management will present the notice of the reopening of the Waiting Lists to prospective residents.

VI. APPLICATION PROCESS

a. Application Requirements

4. All applicants are required to complete a rental application. Management will schedule interviews for applicants in accordance with the procedure outlined in this Tenant Selection Plan. All members of the applicant household aged 18 years and older must attend the interview. Management will require all members of the applicant household aged 18 and older to sign the rental application and release forms authorizing Management or a third party under contract with Management to determine if the applicant satisfies the Owner's Screening Criteria.
2. All members of the applicant household 18 and older will be subject to a criminal background check with a 3-year review period as discussed in Section IX **G** (sealed juvenile records will not be reviewed). Upon our receipt of confirmation that an applicant has been notified of the criminal screening criteria, as outlined in the Cook County Just Housing Ordinance, we will notify such applicant that a criminal background check will then be conducted. A copy of the criminal background check will be provided to applicant(s) in person, by certified mail, or by mail within five (5) days of being obtained.
3. The applicant must, as determined by Management, meet the Owner's Screening Criteria, established in accordance with Fair Housing requirements, local regulations and this Tenant Selection Plan.
4. Management or a third party under contract with Management, with respect to all applications for all household members aged 18 years and older, will take the following actions, as applicable:
 - a. Obtain a completed and signed rental application.
 - b. Obtain a credit and criminal background report.
 - c. Verify Social Security Card information for all household members.
 - d. Verify documentation for household members who are non-citizens.
 - e. Determine anticipated total annual income from all sources received by the household, including all net income derived from Net Family Assets, other than earned income of household members younger than 18 years old, in accordance with the requirements of Section 42 of the Internal Revenue Code, as amended (the "Code"). Management will consider only the income the household anticipates obtaining in the twelve months succeeding the date of the rental application. If it is not feasible to anticipate a level of income over a 12-month period, Management will annualize the income anticipated for a shorter period. In the event anticipated income is zero, Management will require a notarized statement signed by all household members age 18 years or older demonstrating that no income is coming into the household.
 - f. Additionally, per program requirements for RAD PBV units, management must obtain copies of birth certificates for all household members as well as verify citizenship or eligible immigration status.

B. Completion of the Application Process

Management will process all applications within five (5) business days of receipt of all documentation required during the screening process, including all appropriate notification letters relating to the Just Housing Ordinance, whichever is later.

VII. ELIGIBILITY REQUIREMENTS

A. Income

1. If an applicant's income exceeds the income requirement of any restricted unit, the applicant may apply for an unrestricted unit.

There are 83 LIHTC units are set aside for households with incomes no more than sixty percent (60%) and 11 LIHTC units set aside for household with incomes no more than eighty percent (80%) of Area Median Income, as established by the Low Income Housing Tax Credit Program rules and regulations for the appropriate household size.

2. Applicants, with the exception of applicants for RAD PBV units, must have sufficient gross monthly income at least 2 ½ times the monthly rental amount. Guarantor's are not allowed at Ogden Commons.
3. At the time of admission, a RAD PBV applicant will pay an income-based rent equal to the greater of 30% of the household's adjusted monthly income or 10% of actual gross monthly income, less a utility allowance.
 - i. The tenant household shall make a minimum rent payment of \$75 or such higher rent which may be established by the Authority, minus the applicable utility allowance.
 - ii. A minimum rent hardship exemption shall be granted to residents who can document that due to a financial hardship they are unable to pay the minimum rent.

Examples of financial hardship for which a family would qualify for an exemption of minimum rent include, but are not limited to:

- The family has lost eligibility for or is applying for an eligibility determination for a federal, state or local assistance program;
- The family would be evicted as a result of being unable to pay the minimum rent;
- The income of the family has decreased because of changed circumstances, including loss of employment; or
- A death occurred in the family.

B. Primary Residence

For each RAD-Assisted and/or LIHTC unit applicant, the unit in the Development must be the applicant's primary residence in order for the applicant to be eligible for housing.

C. Citizenship Status

Applicants and tenants applying for a RAD-Assisted unit who are either United States citizens or eligible non-citizens may benefit from federal rental assistance. Specifics regarding citizenship requirements and the documentation process are provided in CHA's HCV Administrative Plan.

D. Student Requirement

Applicants and Tenants applying for a RAD-Assisted or LIHTC Unit must meet the eligibility requirement regarding student status as outlined in Section 42 of the Internal Revenue Code.

VIII. OCCUPANCY STANDARDS

- A. The following standards will determine the number of bedrooms required to accommodate a family of a given size. In selecting a unit size for the applicant, Management's occupancy standards, and any waivers thereof, must comply with Federal, State, and local fair housing and civil rights laws, landlord-tenant laws, zoning laws and applicable HUD Occupancy guidelines from time to time in effect. Special cases will be reviewed on a case-by-case basis to ensure compliance with all appropriate federal, state and local laws.

<u>Number of Bedrooms</u>	<u>Number of Persons</u>	
	<u>Minimum</u>	<u>Maximum</u>
1	1	2
2	2	4

- B. Notwithstanding anything to the contrary, if during the term of any lease, a child is born or adopted by the tenant, and as a result of such birth or adoption, the occupancy standard established above shall be violated, the tenant shall not be required by Management to move or transfer to a larger unit in order to comply with the occupancy standard until the conclusion of the term of the then-existing lease; provided that the tenant shall at all times satisfy all other obligations under the lease, rules, and regulations applicable to the leased unit, including but not limited to any interim notification requirements. Transfers involving RAD PBV units will process in accordance with CHA's Administrative Plan for the Housing Choice Voucher Program.

IX. SELECTION AND REJECTION SCREENING CRITERIA

Meeting the eligibility requirements in this Tenant Selection Plan does not mean that an applicant will be a suitable tenant. Management will also consider the ability of the applicant to fulfill the obligations of tenancy, including but not limited to paying rent and other charges, caring for and avoiding damage to a unit and common areas, and refraining from engaging in activities that would threaten the health, safety or right of peaceful enjoyment of the premises by others. All information supplied by applicants will be subject to verification by Management prior to offer of housing.

All selection and rejection criteria outlined in this section will apply to all applicants, unless otherwise stated. For the purpose of RRC applicants, the criteria outlined in this Tenant Selection Plan (compliance with which, where not otherwise indicated, shall be determined in Management's sole discretion) shall be deemed property specific requirements ("Screening Criteria"), as follows:

A. Age

Applicants must be at least 18 years old.

C. Insufficient/Inaccurate Information on Application

Refusing to cooperate with Management during the application process, refusing to provide information required by Management, or supplying false information will be grounds for rejection.

D. Credit and Financial Standing

1. Management will assess the applicant's financial ability to pay the monthly rental obligation. The duration of prior employment history should be a minimum of one year. Applicants for RAD PBV units that are accepted for occupancy will pay rent in accordance with applicable federal regulations.
2. Any unsatisfactory history of meeting financial obligations, including but not limited to the payment of rent and outstanding judgments or a history of late payment of bills as outlined below, will be reviewed carefully and may, in Management's discretion, be grounds for rejection.

If an applicant is rejected for poor credit, the applicant may request that Management consider mitigating circumstances or factors. In considering such mitigating circumstances, Management may, in its discretion, take into account such mitigating factors as it deems relevant, including, without limitation: (1) The ages of the debts; (2) Whether the applicant made and kept arrangements to pay back unpaid bills; (3) The size or the number of debts in collection; (4) Whether the credit report indicates a lengthy or repeated history of unpaid bills, or repeated bankruptcies; (5) Whether the applicant's poor credit was caused by disability or illness; (6) The nature of the unpaid

responsibilities, such as high medical bills, or large school loans; (7) Whether the poor credit was caused by family break-up; (8) Whether the poor credit is related to involuntary displacement; (9) Whether the poor credit resulted from involuntary unemployment or some other involuntary change in income; (10) Whether a history of non-payment of rent resulted from an extraordinary rent burden; (11) Satisfactory completion of credit counseling; (12) Whether the applicant is enrolled and actively participating in the HOPE VI Community and Supportive Services Program, if available; and/or (13) The presence of other events beyond the control of the applicant.

All leaseholders and co-head of households will be subjected to review and will be expected to meet, at a minimum, the following standards:

- a. No delinquency in excess of \$1,000, including but not limited to matters that have been referred for collection and civil judgments, within the past two years; provided that a delinquency in excess of \$1,000 will be considered in light of any mitigating circumstances that can be documented by the applicant, such as loss of a job, illness, medical problems or student loans. In addition, where an otherwise eligible applicant has, in Management's sole discretion, a good history of rent and utility payment but also a delinquency as described above, the applicant will be conditionally accepted and permitted to occupy a rental unit (provided all other requirements for occupancy are met) subject to the requirement that such tenant demonstrate prompt rental and utility payment acceptable to Management, in its sole discretion, in the first year of occupancy.
- b. No landlord judgments and no new negative landlord history within the last three years provided, however, that an applicant will be exempted from this criterion if documentary evidence is presented by the applicant that the judgment was the result of a landlord's or Section 8 program administrator's failure to comply with their respective obligations or was due to no fault of the tenant. Any outstanding landlord judgments must be satisfied prior to acceptance.
- c. Any bankruptcy filing must be discharged with no new negative credit history; provided, however, that an individual whose bankruptcy filing date is within the last three years will receive further consideration by Management in the case of mitigating circumstances such as excessive medical bills, loss of employment for an extended period, student loans or divorce. Management will give less negative weight to those bankruptcy filings that occurred earlier in the three-year period. Management will also give less negative weight to bankruptcies where bankruptcy debts did not include rental and utility payments. The decision to continue processing the rental application in light of such mitigating circumstances relevant to a bankruptcy will be made on a case-by-case basis in Management's discretion.

- d. For RAD PBV units, no debt due to any public housing authority unless an applicant has arranged and is current in a payment plan to pay off the entire debt owed.
- e. Any outstanding delinquencies owed to utility providers must be paid prior to approval. An allowance may be made for a payment plan with a utility that is in good standing for six months and that utility's willingness to re-establish an account with the applicant. Management will require proof of such a plan.

If Management rejects a rental application because of poor credit or financial standing, Management will provide the applicant with the reason for rejection and give the name of the credit bureau that provided the credit report. An applicant may appeal a rejection by written request within 14 days of the written denial. For Units with RAD-Assistance, applicants should refer to CHA's mitigation procedures as applicable.

- 3. The inability to verify credit history may result in rejection of an application. Management will consider special circumstances in which the applicant has not established a credit history, such as income, age, or marital status. In such circumstances, Management may require that a person with a history of creditworthiness guarantee the lease.
- 5. The inability to verify income may result in the rejection of the application. Management will accept all legal forms of verifiable income.

In the case of child support, the applicant must validate the child support payments by court documentation or a minimum of six consecutive months of cancelled checks, money order receipts, or cashiers' check receipts.

E. Employment/Work Requirement and Self-Sufficiency

The following self-sufficiency requirements are specific to the program requirements with exceptions as permitted by the Relocation Rights Contract and General Waitlist applicants.

1. Employment

RAD PBV units

- a. Head or Co-Head Applicants must meet the employment requirement of 30 hours per week, with the exception of RRC Applicants engaged in activities to meet the 30 hours a week of employment requirement.
- b. An RRC household can be considered engaged in activities to meet the employment requirement by having all members of the household 18 years of age or older engaged in one or a combination of the following activities for 30 hours each week: (1) employment, including without limitation employment for 30 hours

a week for a duration of 12 consecutive weeks; (2) enrollment in and regular attendance in an economic self-sufficiency program, which shall include a program designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants, including programs for job training, employment counseling, work placement, basic skills training, workfare, financial or household management, or an apprenticeship; (3) a verified job search and/or employment counseling; and (4) enrollment in and regular attendance in a regular program of education including GED classes, secondary or post-secondary education, or English proficiency or literacy classes. Evidence of satisfaction of this requirement may include among other things, written verification of employment from an employer, a pay stub indicating hours worked, or written verification of enrollment in a program identified above by an administrator or instructor of such program. The foregoing minimum work requirement of 30 hours a week will not be applicable to full time students.

- c. These applicants must achieve at least 30 hours per week for 12 consecutive weeks of employment within 12 months of admission. RRC applicants who were admitted meeting the 30 hours a week of employment and are no longer meeting that requirement must achieve at least 30 hours per week for 12 consecutive weeks. At the Management's discretion, leases for households that fail to achieve 30 hours per week of employment for 12 consecutive weeks by the end of the twelfth month of occupancy may not be renewed, as permitted by the RRC. A resident who achieves the 30 hours per week for 12 consecutive weeks employment requirement will still be in compliance with the employment requirement during a subsequent period of temporary unemployment, not to exceed six (6) consecutive months or, at the Management's discretion, for a period as long as unemployment benefits are available, including extensions, whether or not the resident is qualified for such benefits. Residents who are temporarily unemployed will be required to engage in other self-sufficiency activities and meet with Management every 180 days to report the status of his/her participation.
- d. Applicants enrolled in and actively participating in a full time, multi-year degree or vocational certification program at the time of admission will be considered to be actively engaged in activities leading to working family status. Applicants who remain enrolled in and participating in such programs on a full time basis will be required to achieve working family status within ninety days of the date the enrollee completes the program, by the anticipated date of program completion, based on regular, full time attendance, or when the applicant is terminated from or withdraws from the program, whichever comes first. Applicants will be required to verify participation in the educational or vocational program.

LIHTC and Market Rate Units

Head or Co-Head Applicants for LIHTC and Market Rate Units must be employed 30 hours per week or otherwise have sufficient gross monthly income of at least 2 ½ times the monthly rental amount. Management will assess the applicant's ability to pay their monthly rental obligation. Any unsatisfactory history of meeting

financial obligations, including but not limited to the payment of rent and outstanding judgments or a history of late payment of bills as outlined below, will be reviewed carefully and may, in Management's discretion, be grounds for rejection.

2. Employment Exemption

A member of a household shall not be required to comply with the employment requirements when such member of the household is

- (a) aged 62 years or older,
- (b) a blind or disabled individual who provides verification that he or she is unable to comply with the requirements of this paragraph because of his or her blindness or disability,
- (c) the primary caretaker of such a blind or disabled individual and provides third party verification where applicable, that he or she is unable to comply with the requirements of this section because of his or her role as such a caretaker,
- (d) who as a result of a serious medical impairment is temporarily (for a period of less than 12 months) unable to meet the 30 hour employment requirement,
- (e) a full-time student in high school, college, trade school or other institution of higher learning,
- (f) one adult family member who elects to stay home to care for young children, so long as another adult family member works; or
- (g) an individual who is retired and receiving a pension.

3. Self Sufficiency

RAD PBV Units Only

- a. For the purpose of initial application screening and lease renewal, an applicant for a unit with RAD subsidy will be considered to meet the economic self-sufficiency requirement if the applicant provides evidence, acceptable to Management in Management's discretion, that members of applicant's household 18 years of age or older are spending thirty (30) hours a week in employment or engaged in one or a combination of the following activities for 30 hours each week: (1) employment; (2) enrollment in and regular attendance in an economic self-sufficiency program, which shall include a program designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants, including programs for job training, employment counseling, work placement, basic skills training, paid or unpaid internships, transitional jobs, public benefits work programs, financial or household management, or an apprenticeship; (3) a verified job search and/or employment counseling; and (4) enrollment in and regular attendance in a regular program of education including GED classes, secondary or post-secondary education, or English proficiency or literacy classes. The foregoing minimum work requirement of 30 hours a week will not be applicable to full time students.

- b. A member of a household shall not be required to comply with the self-sufficiency requirement when such member of the household is:
 - (a) aged 62 years or older.
 - (b) a blind or disabled individual who provides verification that he or she is unable to comply with the requirements of this paragraph because of his or her blindness or disability;
 - (c) the primary caretaker of such a blind or disabled individual and provides third party verification where applicable, that he or she is unable to comply with the requirements of this section because of his or her role as such a caretaker;
 - (d) who as a result of a serious medical impairment is temporarily (for a period of less than 12 months) unable to meet the requirement;
 - (e) a full-time student in high school, college, trade school or other institution of higher learning;
 - (f) one adult family member who elects to stay home to care for young children, so long as another adult family member works; or,
 - (g) retired and receiving a pension.
- c. Applicants will be required to document that all household members age six through 17 (which means through the end of the 17th year) are regularly attending school.

LIHTC and Market Rate Units

Market Rate units and LIHTC units with no RAD PBV Assistance are not required to meet the self-sufficiency requirements outlined above.

F. History of Residency

Prior evictions and/or outstanding landlord and/or housing judgments within the past two years will be grounds for rejection of an application unless the applicant presents documentary evidence that the judgment was a result of a landlord's or Section 8 program administrator's failure to comply with their respective obligations or was due to no fault of the tenant (e.g., Landlord's decision not to renew the lease).

The previous three (3) years of housing and/or the past two landlords will be verified and documented for each applicant. This includes housing for applicants who were previously homeowners or lived with parents or guardians. Management will consider the following circumstances with respect to the applicant or any other person who will be living in the unit, and may be grounds for rejection of an application:

1. Any history of physical violence to persons or property. Any outstanding landlord judgments must be satisfied prior to acceptance;
2. Any behavior at the prior residence that could adversely affect the health, safety, and quiet enjoyment of other tenants;

3. Any criminal activity by a guest or visitor of the applicant that threatened the health, safety or peaceful enjoyment of other residents;
4. A record of consistent failure to timely pay rent;
5. Any violations of applicant's current lease;
6. Any activity that involved causing a fire on or near residential premises, either intentionally, or through negligence or careless disregard.

G. Criminal Activity/Drug-Related Activity

All applicants will be screened in accordance with HUD's PIH Notice 2015-19 issued November 2, 2015. An applicant's eligibility for housing shall not be determined solely based upon whether the applicant has an arrest record. However, Owner and Management may evaluate an applicant's arrest record to determine if, based on other available documentation regarding the circumstances of the arrest (e.g., witness statements, police reports, and other relevant documentation) the person engaged in disqualifying criminal activity.

1. Management will not admit an applicant if a background check reveals any of the following circumstances with regard to an applicant or member of an applicant's household; provided that the circumstances outlined here in (c), (d), and (e) below will be considered on a case by case basis in light of mitigating circumstances by Management in its discretion, as specified in this section:
 - a. Any applicant or member of applicant's household is or was subject to a registration requirement under the Illinois Sex Offender Statute or any other state sex offender registration program;
 - b. Any applicant or member of applicant's household was convicted of manufacturing methamphetamine in subsidized housing;
 - c. Any criminal activity during the period subject to review that involved physical violence to another person or property, assault, aggravated assault, or which would adversely affect the health, safety, or right to peaceful enjoyment of the premises by other Residents, Management or its employees;
 - d. Any drug-related criminal activity during the Review Period, including but not limited to the illegal manufacture, sale, distribution, use, possession, storage, service, delivery, or cultivation of a controlled substance;

- e. Any criminal activity involving a weapon, as defined under the Illinois Criminal Code and State and Local laws, during the Review Period, including but not limited to displaying a weapon with a verbal or non-verbal threat to shoot, fire, explode, throw, or otherwise discharge a weapon to inflict injury on another person or to damage any property through the intentional, reckless, careless, or negligent use of such weapon; or
 - f. Any criminal activity during the Review Period that involved arson.
2. The following circumstances will be grounds for rejection of an application or any member of an applicant's household, provided that such circumstances, including the period during which criminal activity occurred, will be considered on a case by case basis in light of mitigating circumstances, excluding (b)(iv) below, by Management in its discretion:
- a. In the past three (3) years any member of the applicant's household engaged in any criminal activity which would constitute a felony under applicable law;
 - b. Any criminal activity from the period further in the past than the Review Period but no more than three (3) years prior to screening, including:
 - (i) Physical violence to another person or property, assault, aggravated assault, or activity which would adversely affect the health, safety, or right to peaceful enjoyment of the premises by other Residents, Management, or its employees;
 - (ii) Any drug –related criminal activity, including but not limited to the illegal manufacture, sale, distribution, storage, service, delivery, or cultivation of a controlled substance;
 - (iii) Any criminal activity involving a weapon, as defined under the Illinois Criminal Code and State and Local laws, including but not limited to displaying a weapon with a verbal or non-verbal threat to shoot, fire, explode, throw, or otherwise discharge a weapon to inflict injury on another person or to damage any property through the intentional, reckless, careless, or negligent use of such weapon; or;
 - (iv) Any criminal activity that involved arson.
 - c. Management determines that an applicant's, or member of applicant's household's, use, pattern of illegal use, or pattern of possession of a controlled substance or such person's use or pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents, Management, or its employees. For the purpose of this plan, pattern shall mean more than one incident.

- d. A pattern of abuse of alcohol by applicant or members of applicant's household that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
3. Mitigating circumstances are facts relating to the applicant's record of unsuitable behavior which, when verified, would indicate that the reason for the unsuitable behavior is no longer in effect or is under control and the applicant's prospect for lease compliance is an acceptable one. Consideration of verifiable mitigating circumstances does not guarantee that an applicant will be admitted. Management, in its discretion, may consider the seriousness of the offense, whether the applicant was convicted of the offense, the circumstances surrounding the offense, and whether the offense occurred only once or was repeated. In addition, Management, in its sole discretion, may consider the following mitigating circumstances as support for an applicant's assertion that the applicant is no longer involved in criminal activity and that his or her prospect for lease compliance is acceptable:
- b. The applicant has no subsequent criminal history;
 - c. Verification from a probation or parole officer that the applicant has satisfied the terms of his or her probation or parole, if applicable;
 - d. Verification of the applicant's participation in services or counseling services, if applicable;
 - e. Verification that the applicant has made restitution for his or her criminal activity, if applicable;
 - f. In connection with evidence of previous or current illegal drug use, applicant provides:
 - (i) Verification from a reliable certified drug treatment counselor or program administrator indicating that the applicant has been in treatment, and that the applicant is complying with the program requirements and, if known (e.g. part of the program is drug testing, etc.) is not currently using a controlled substance. A reliable counselor or program administrator is someone who has not demonstrated a pattern of providing inaccurate or unreliable information. Management shall be the judge of what constitutes adequate and credible verification.
 - (ii) Verification from a self-help program, such as Narcotics Anonymous, indicating that the applicant has been participating in their program, and, if known (e.g. part of the program is drug testing, etc.) is not currently using a controlled substance;
 - (iii) Verification from a probation or parole officer that an applicant has met or is meeting the terms of probation or parole with

- respect to refraining from the illegal use of a controlled substance; or
- (iv) Negative results of an additional voluntary drug test, conducted at facilities that use the National Institute of Drug Abuse Guidelines and which screens for illegal drugs only, not properly prescribed prescription drugs containing controlled substances.
- g. In connection with applicants who are currently enrolled in a substance abuse treatment program, but who have a history of substance abuse treatment followed by recidivism, Management will require that the applicant provide evidence of circumstances described in this Section (E)(3)(e) above and demonstrate why his or her current situation is more likely than in the past to lead to successful abstention from illegal use of controlled substances.

H. Pets

See attached Pet Policy

I. Child Care

Children living in the Development must be adequately supervised.

J. Other Basis for Rejection of Application

Other basis for rejection of an application may include, without limitation, the following:

1. At time of application, applicant submitted funds (if any) that were not honored by the financial institution from which they were drawn. Management will consider any mitigating circumstances that can be documented by the applicant, such as loss of a job, illness or medical problems.
2. During interactions with Management, applicant appears intoxicated or under the influence of drugs, or is abusive as evidenced by objectionable conduct such as physical violence, threats, or profanity. Management shall maintain written documentation of such conduct and Management shall provide applicants, if requested, and the CHA with copies of such written documentation.
3. Applicant has attempted to bribe a member of staff in order to obtain an apartment.
4. If subsequent to submitting the application, applicant's household size has changed for any reason and such size no longer conforms with the occupancy standards for the unit that Applicant originally requested in the application. Management will determine if there is another unit available that is the

appropriate size for applicant's current household size and, (i) if such unit is available, offer such unit to Applicant, or (ii) if such unit is currently unavailable, establish a wait-list for such unit. If the Development does not contain any units appropriate for applicant's current household size, applicant's application shall be rejected.

The foregoing process shall not apply to RAD PBV units. Applicants for RAD PBV units who at the time of screening has a change in the household equating to a change in unit size will be rejected and referred back to the CHA.

K. Factors Management Will Not Consider Concerning an Application

- Race
- Familial Status
- Disability
- Ancestry
- National Origin
- Color
- Religion
- Age, as defined by Chicago Fair Housing Regulations
- Sex
- Sexual Orientation
- Source of Income
- Order of Protections as defined by the Illinois Human Rights Act
- Military Discharge Status
- Any additional protected groups as determined by applicable law or governing jurisdiction

L. Review of Mitigating Factors

During the screening process, Management staff performing the review will consider the following before rejection of any application:

1. If an applicant fails to satisfy the Screening Criteria and there is no evidence of mitigating circumstances, Management will reject the application. If an applicant is eligible and passes the Screening Criteria, Management will accept the applicant subject to the availability of units.
2. RRC Applicants whose application to reside in a RAD PBV Unit is rejected because of a failure to satisfy Management's Screening Criteria or a failure to engage in activities to meet the Screening Criteria may, pursuant to the RRC and the Grievance Procedure (Exhibit B), request an informal hearing with Management and, if applicable, a formal hearing before an independent hearing officer. Management will provide CHA with copies of correspondence with the applicant in connection with the filing of a grievance by a rejected applicant.

M. Exceptions to Screening Criteria for RRC Applicants

An applicant for an RAD PBV unit who (1) is entitled to the rights afforded by the RRC and (2) does not satisfy the Screening Criteria outlined, but (3) is otherwise Lease Compliant pursuant to the RRC, will be conditionally accepted for occupancy of an RAD PBV unit in the Development, but only if the applicant provides evidence sufficient, in Management's discretion, to show that the applicant is engaged in activities designed to help the applicant meet the Screening Criteria within one year of occupancy, as required by this Section. By way of example only, the following could be submitted by an applicant to show participation in activities to meet Screening Criteria.

- In the case of an applicant whose screening reveals unpaid utility bills or excessive delinquent debts, such applicant could submit written third party verification that the applicant is participating in and fulfilling the terms of a payment plan designed to eliminate such bills or delinquent debt.
- In the case of an applicant who does not meet the thirty (30) hour work requirement outlined above, such applicant could submit third party verification of participation in a combination of the activities described previously and a reasonable plan for increasing such participation to meet the requirement.
- In the case of an applicant, or any member of an applicant's household, whose screening reveals evidence of recent illegal drug use, such as applicant could submit evidence as described in this Tenant Selection Plan.

In the event that the applicant fails to satisfy the Screening Criteria within one year of occupancy, Management shall notify the applicant and CHA, and the CHA promptly shall transfer the applicant to a unit outside the Development in accordance with the RRC. Refusal of the transfer offer by the CHA from the site is grounds for termination of tenancy.

X. APPLICATION ACCEPTANCE AND MOVE-IN PROCEDURES

- A.** Management will notify all applicants upon successful completion of the application process at which time arrangements will be made for move-in, including a specific time schedule

for lease signing, payment of admin fee that shall be no more than \$250- and first-month's rent, and attendance at a tenant orientation.

- B.** An applicant who Management has approved for an apartment must sign the lease, pay the rent and admin fee, and take possession of the apartment on the scheduled move-in date. Applicant will be notified of approval and will be expected to take possession of the unit within fourteen (14) days of notification of approval. If an applicant wishes to move in at a later date, but within a thirty (30) day period of the date that the rental application was approved, Management may offer an alternate apartment and move-in date based on availability. The above move-in procedure, to

the extent inconsistent with the RRC, will not apply to RRC Applicants who have been accepted for occupancy of a RAD-Assisted unit.

- C. Before move-in, all family members must complete a pre-occupancy tenant orientation at the location designated by Management.
- D. All applicants accepted for occupancy shall concurrently with lease execution execute all applicable addenda and riders to the lease.

XI. REJECTION PROCEDURES

A. Written Notification for Rejections based on Eligibility or Failed Credit Screening

Management will promptly notify applicants in writing whose rental application has been rejected and will include the reason(s) for the rejection (Exhibit A). The notice will advise the applicant that he or she may within fourteen (14) business days respond in writing or request to meet with Management to appeal the decision. The notice shall also inform the applicant that responding to Management's notice does not prevent the applicant from exercising any legal rights. Management shall provide a copy of such notice to CHA.

Within 5 days of receiving the request, the staff will schedule the review and notify the applicant of the place, date and time. Informal reviews will be conducted and the applicant may bring to the review any documentation or evidence he/she wishes and the evidence along with the data compiled by staff will be considered.

Within fourteen (14) days of the date of the review or response, a written decision will be submitted to the applicant and a copy of the decision placed in the applicant's file.

Written Notification for Rejections based on Failed Criminal Screening

Notification procedures will comply with the Just Housing Ordinance, which passed in Cook County, IL on April 25, 2019.

In the event an applicant's criminal background check discloses a criminal conviction within the past three (3) years, such applicant will have the opportunity, within five (5) business days, to provide evidence disputing the accuracy or to provide evidence of rehabilitation or other mitigating factors that dispute the relevance of any criminal conviction history that may result in an adverse decision (except where the conviction requires sex offender registration). We will then evaluate such applicant's criminal conviction history to determine whether to lease to the applicant pursuant to an individualized assessment that considers:

(i) the nature, severity, and recency of the conduct underlying the individual's specific conviction(s); the nature of the individual's sentencing; the number of the individual's convictions; (iv) the length of time that has passed following the individual's most recent conviction; (v) the age of the individual at the time of the most recent conviction; (vi) evidence of rehabilitation; (vii) the individual's tenant

history before and/or after the conviction; (viii) the extent to which the individual has been open, honest, and cooperative in the examination of his or her prior convictions; (ix) whether the criminal conviction(s) was related to or a product of the applicant's disability; and (x) if the applicant is a person with a disability, whether any reasonable accommodation could be provided to ameliorate any purported or demonstrable risk.

B. Review of Rejected Applicants

RRC Applicants whose application to reside in an RAD-Assisted Unit is rejected because of a failure to satisfy Management's Screening Criteria or a failure to engage in activities to meet the Screening Criteria may, pursuant to the RRC and the Grievance Procedure (Exhibit B), request an informal hearing with Management and, if applicable, a formal hearing before an independent hearing officer. Management will provide CHA with copies of correspondence with the applicant in connection with the filing of a grievance by a rejected applicant and with a Notice for Formal Grievance, attached to and made part of the Procedures.

XII. SPECIAL OCCUPANCY CATEGORY

All applicants given preference within a Special Occupancy Category must meet the eligibility and selection criteria outlined in this plan. Applicants will be interviewed and processed as authorized in Sections (V) through (X), with exceptions as follows:

Persons with Disabilities

1. An applicant with disabilities will be given priority for accessible units if an accessible unit is requested and documentation of need is received or easily apparent (i.e. the applicant uses a walker or wheelchair or is blind). Unless an applicant requests placement in an accessible unit, Management will not inquire whether an applicant or a member of an applicant's household has a disability or inquire as to the nature or severity of the disability of such persons. If the applicant deems that the accessible unit is not appropriate for the household's needs, the applicant's name will return to its place on the Interested Person's List or Waiting List, as applicable.
2. Owner and Management recognize that persons with disabilities may require a reasonable accommodation due to their disability. Management will not inquire to the existence of any person's disability. Any person formally acting on the residents' behalf may request a reasonable accommodation. Management will then inquire about the reason the accommodation is needed and the requested action. Management will request third party verification of the need for accommodation based on the person's limitation if it is not apparent as well as the connection between the limitation and accommodation ("nexus").

Persons with disabilities whose request for an accommodation is denied have the right to participate in an informal hearing process. Within five days of receiving the request, the staff must schedule the review and notify the applicant of the place, date and time. Informal reviews will be conducted by the Section 504 Coordinator. The applicant may bring to the review any documentation or evidence he/she wishes and the evidence along with the data compiled by staff will be considered by the Coordinator.

The Coordinator will make a determination based upon the merits of the evidence presented by both sides. Within ten (10) business days of the date of the review or response, the review officer will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

XIII. POLICIES TO COMPLY WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, THE FAIR HOUSING ACT AMENDMENTS OF 1988 AND TITLE VI OF THE CIVIL RIGHTS ACT OF 1964:

Ogden Commons complies with applicable fair housing and civil rights laws, including Section 504, Fair Housing Act, and Title VI of the Civil Rights Act of 1964.

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

1. Making and paying for reasonable structural modifications to units and/or common areas that are needed by applicants and tenants with disabilities, unless these modifications would change the fundamental nature of the project or result in undue financial and administrative burdens;
2. Operating housing that is not segregated based upon disability or type of disability, unless authorized by federal statute or executive order;
3. Providing auxiliary aids and services necessary for effective communication with persons with disabilities;
4. Developing a transition plan to ensure that structural changes are properly implemented to meet program accessibility requirements (*for properties built before June 1988*); and
5. Performing a self-evaluation of the owner's program and policies to ensure that they do not discriminate based on disability;
6. Operating their programs in the most integrated setting appropriate to the needs of qualified individuals with disabilities;

7. Allowing a larger apartment to accommodate a Live-In Aide (Aides must pass the same criminal criteria as a new move-in would).

Furthermore, the Section 504 regulations establish affirmative accessibility requirements for newly constructed or rehabilitated housing, including providing a minimum percentage of accessible units. In order for a unit to be considered accessible, it must meet the requirements of the Uniform Federal Accessibility Standards (UFAS).

Units designed specifically for individuals with a physical impairment:

- a. For this development, "physical impairment" is defined as mobility impairment which necessitates the permanent use of a wheelchair. For all units designed specifically for wheelchair accessibility, priority will be given to those applicants needing such modifications;
- b. Priority will be given to households where a member is required to use a wheelchair;
- c. If there are not enough such households to fill all specially equipped units, owners may give preference to households with members whose physical or mobility impairment would be eased by the design of the accessible unit.

The Fair Housing Act prohibits discrimination in housing and housing-related transactions based on race, color, religion, sex, national origin, disability and familial status. It applies to housing, regardless of the presence of federal financial assistance.

Title VI of the Civil Rights Acts of 1964 prohibits discrimination on the basis of race, color or national origin in any program or activity receiving federal financial assistance from HUD.

Persons with disabilities have the right to request reasonable accommodations and to participate in an informal hearing process. The 504 Coordinator for Management can be reached at 312-527-5400; TTY number 711.

XIV. AMENDING THE TENANT SELECTION PLAN

Management may amend this Tenant Selection Plan only with prior written approval of the CHA, which approval shall not be unreasonably withheld or delayed.

XV. CERTIFICATION

By signing this Tenant Selection Plan, Management certifies that the contents of this plan will be followed as written in all material respects and that no other Tenant Selection Plan has been executed for the Development at this time or will be executed for the Development at this time, or subject to Section XIII, will be executed in the future without written approval from the CHA.

Submitted:

Owner:

OGDEN TALMAN A1 RESIDENTIAL LP,

a Delaware limited partnership

By: Ogden Talman A1 Residential LLC,

an Illinois limited liability company,

its General Partner

By: Ogden Commons JV LLC,

a Delaware limited liability company,

its Manager/Sole Member

By: Habitat Ogden Commons LLC,

an Illinois limited liability company,

its Manager/Member

By: Habitat Acquisitions Company LLC,

an Illinois limited liability company,

its Manager/Member

By: The Habitat Company LLC,

an Illinois limited liability company,

its Manager/Sole Member

By: 

Name: Stephen F. Galler

Its: Executive Vice President & General Counsel

Property Manager:

THE HABITAT COMPANY LLC,

an Illinois limited liability company

By: 

Name: Charlton Hamer

Its: Senior Vice-President

**EXHIBITS TO
TENANT SELECTION PLAN**

- Exhibit A: Rejection Letter
- Exhibit B: NOTIFICATION OF CRIMINAL CONVICTION HISTORY
- Exhibit C: Grievance Procedures
- Exhibit D: Pet Policy
- Exhibit E: Assistance Animal Policy

EXHIBIT A
OGDEN COMMONS TENANT SELECTION PLAN

DENIAL OF HOUSING APPLICATION

Date |

To |
Address |

Dear

We regret to inform you that your application for an apartment at the following property:
(Enter property name and full address)

...was not approved **for the following reason(s):** *(Check all that apply.)*

APPLICATION:

☐ Application not completed and/or insufficient information provided.
Explanation:

ELIGIBILITY:

☐ One or more persons do not meet the program eligibility requirements.
Program applicable:
Explanation:

INCOME:

☐ Over maximum income limit for size of household;
☐ Unable to verify income sources (HUD programs excluded);
Explanation:

RESIDENT SELECTION CRITERIA:

☐ Family Composition exceeds the Occupancy Requirements for the size of any of the available apartments.
☐ Family Composition is below the Occupancy Requirements for the size of any of the available apartments.
☐ Current residence is not clean or sanitary (If home visits are applicable).
☐ One or more persons do not have a valid social security number.

CREDIT:

- ___ Poor credit, or owe utility provider, or owe previous landlord;
- ___ No credit (HUD programs excluded);
- ___ Poor reference(s) from previous landlord(s);
- ___ No alternative reference(s) (if program applicable), (HUD programs excluded);

___ Eviction in the last three (3) years from federally-assisted housing for drug-related criminal activity or a household member is currently engaged in illegal use of drugs for which there is reasonable cause to believe the member's illegal use or pattern of illegal use of a drug may interfere with the health, safety, and right to peaceful enjoyment of the property by other residents. (HUD programs only)

Explanation:

CRIMINAL BACKGROUND:

___ Failure to provide information disputing or rebutting the information contained in your background check or (ii) mitigating evidence related to the reported criminal convictions.

If you disagree with this determination, you have 14 days from the date of this notice to respond **in writing and/or to request a meeting** to discuss the denial. You may do so by addressing your concerns to:

Community Manager |
Property Name |
Address |
Phone |

Persons with disabilities have the right to request reasonable accommodations to participate in the informal hearing process. You may do so by addressing your concerns to:

504 Coordinator
Address
PHONE: TTY:

If we do not hear from you by the close of business 14 days from the date of this notice, the denial shall be considered final.

Responding to this notice does not preclude your exercising other avenues available if you believe that you are being discriminated against on the basis of race, color, creed, religion, sex, national origin, age, sexual orientation, or handicap. Remember, if we do not hear from you within 14 days, your household will be deleted from the application process and/or the waiting list.

If a timely response is received, Management will respond and set a meeting within 5 business days of your request.

Sincerely,

Signature: _____
Community Manager
(contact information)

EXHIBIT B
OGDEN COMMONS TENANT SELECTION PLAN

NOTIFICATION OF CRIMINAL CONVICTION HISTORY

Date

Dear Applicant,

Pursuant to Section 740.100 of the Cook County Commission on Human Rights Just Housing Amendment Interpretive Rules, <Property> hereby delivers the attached copy of the criminal background check obtained in conjunction with your rental application. Pursuant to Section 740.110 of the Cook County Commission on Human Rights Just Housing Amendment Interpretive Rules, you shall have an additional five (5) business days to produce evidence that disputes the accuracy or relevance of information related to any criminal convictions from the last three (3) years.

<Property> will evaluate your criminal conviction history, taking into account any evidence you provide, pursuant to an individualized assessment to determine whether the criminal conviction negatively impacts your ability to fulfill the responsibility of tenancy by creating a demonstrable risk to personal safety and/or property of others. The individual assessment will consider: (i) the nature, severity, and recency of the conduct underlying your specific conviction(s); (ii) the nature of your sentencing; (iii) the number of your convictions; (iv) the length of time that has passed following your most recent conviction; (v) your age at the time of the most recent conviction; (vi) evidence of rehabilitation; (vii) your tenant history before and/or after the conviction; (viii) the extent to which you have been open, honest, and cooperative in the examination of your prior convictions; (ix) whether the criminal conviction(s) was related to or a product of your disability; and (x) if you are a person with a disability, whether any reasonable accommodation could be provided to ameliorate any purported or demonstrable risk.

Within three (3) business days of receiving (i) information disputing or rebutting the information contained in your background check or (ii) mitigating evidence related to the reported criminal convictions<Property>will complete its individualized assessment and will inform you in writing whether your application has been approved or denied.

Sincerely,

<Property>MANAGEMENT TEAM

EXHIBIT C

OGDEN COMMONS TENANT SELECTION PLAN

Grievance Procedures

CHICAGO HOUSING AUTHORITY GRIEVANCE PROCEDURE FOR THE RENTAL ASSISTANCE DEMONSTRATION (RAD) PROGRAM

I. Purpose

- A. This Grievance Procedure (Procedure) is issued in accordance with the U. S. Department of Housing and Urban Development (HUD)'s Code of Federal Regulation (CFR) as found in 24 CFR § 982.555 et al, RAD Notice PIH-2012-32 (HA), REV-1, CHA Policy and the CHA leaseholder Housing Choice and Relocation Rights Contract 10/1/99 (RRC), to the extent applicable.
- B. This Procedure outlines the rights and obligations of Head of Households, the Chicago Housing Authority (CHA) and property management firms for the traditional public housing and mixed-income properties (property management firms) converted to the RAD Program with respect to grievances, and makes these rights and obligations part of the CHA RAD Resident Lease Agreement (Lease) between the CHA and Head of Households, as well as the mixed-income leases, to the extent this Procedure is adopted by the mixed-income developer.
- C. The Grievance Procedure is a process through which the Head of Household and co-head, if applicable, can raise grievances, outlined in Section IV with the CHA and/or property management firms prior to the filing of any judicial proceedings.

The process involves an informal hearing between a Head of Household and Property Manager or the CHA department that rendered the decision involving the dispute in which the parties shall present concerns and attempt to resolve issues.

II. Applicability

- A. The following Head of Households have the right to use this Grievance Procedure:
 - 1. Head of Households living in traditional CHA public housing properties converted to RAD;

2. Head of Households living in a mixed-income development converted to RAD where the CHA Grievance Procedure was adopted;
 3. Head of Households covered by the RRC for purposes and matters specifically outlined in the RRC (also known as Leaseholders).
- B. This procedure does not apply to Head of Households who accepted permanent replacement housing in the CHA Housing Choice Voucher (HCV) Program.
- C. This procedure does not apply to CHA HCV Program participants and applicants.
- D. This procedure does not apply to CHA applicants. Applicants receive mitigating/informal hearings with the CHA Occupancy Department or the Property Management firm rendering the decision.
- E. This procedure does not apply to CHA residents residing at non-RAD properties.

III. Definitions

- A. "Grievance" shall mean: Any dispute with respect to the CHA's and/or property management firm's action or failure to act in accordance with the individual Head of Household's Lease or Lease Addendum, the RRC, RAD requirements, and/or CHA policy implementation or procedures that adversely affect the individual Head of Household's rights, duties, welfare or status.
- B. "Head of Household" (Leaseholders) shall mean: The adult person (or persons), other than a live-in aide, minors, foster children, or foster adults, who reside in the unit, and who:
1. executed the lease with the property management firm or with the CHA as lessee(s) of the dwelling; or
 2. Is otherwise protected under the Relocation Rights Contract; or
 3. If no such person is now residing in the unit, the adult person who has requested eligibility status to become the remaining head of household of the family residing in the unit.

- C. “Remaining Head of Household/Remaining Family Member” shall mean: Members of the household, excluding foster children, foster adult, live-in aides, and minors, listed on the lease that remain in the unit when the head of housing dies or leaves the unit without a housing subsidy supplied by CHA.
- D. “Property Management Firm” shall mean: A property management firm that manages RAD public housing and/or RAD units converted at mixed-income developments of the CHA.
- E. “Reasonable Accommodation” shall mean: Some modification or change the CHA can make to its units, buildings, or procedures that will assist an otherwise eligible Head of Household with a disability to take full advantage of and use CHA’s programs. An accommodation is not reasonable if it: a) causes an undue financial and administrative burden; or b) represents a fundamental alteration in the nature of CHA’s program.
- F. Housing Choice Voucher Hearing Officer (“HCV Officer”) shall mean an impartial hearing officer for the CHA’s HCV program’s informal due process hearings, whose responsibility is to apply law and HUD regulations, make findings of fact and make determinations regarding either upholding or reversing the underlying decision that impacted a HCV holder’s status in the HCV program. For purposes of RAD, the HCV Officer will hear informal grievances for specified cases, as outlined in Section XIII.

IV. Grievances to which this procedure is applicable.

The Grievance Procedure shall apply to situations including, but not limited to disputes involving:

1. Annual or adjusted income;
2. Appropriate utility allowance (if any);
3. Family unit size;
4. Absence from the assisted unit for longer than the maximum period permitted under the CHA policy and HUD rules;
5. Termination of assistance for illegal drug use, other criminal activity, and alcohol abuse that would threaten other residents;
6. Failure to pay rent;
7. Procedure used to collect rent;

8. Minimum rent hardship exemption; and
9. Continued income eligibility.

Noncompliance with the Lease

1. Inspection of the dwelling to determine its condition;
2. Imposition of the Lease provisions to protect the CHA's property;
3. Assessment and payment of charges for damages caused by Head of Household, family, pets/animal or guests;
4. Failure to pay maintenance charges or failure of the property management firm to complete repairs;
5. Failure to comply with scheduled re-examination requirements;
6. Methods and grounds used to transfer or relocate families within or between housing developments that are unrelated to the RRC;
7. Disputes involving exemptions from the Work Requirement Policy, if applicable to the property;
8. Disputes involving denial of Safe Harbor status, if applicable to the property; and
9. Termination of tenancy because of non-compliance with the terms of the Lease or RAD Program requirements, except as specified below in Section V.

Relocation (applicable to Head of Households covered by the RRC only)

1. Requirement to transfer to a different housing development because of failure to meet the criteria set forth in Tenant Selection Plans and/or Site-Specific Criteria within one year (or longer period, as applicable) at mixed-income properties; and
2. Requirement to transfer to a different housing development for failure to continue to meet or continue to engage in activities set forth in Tenant Selection Plans and/or Site-Specific Criteria at mixed-income properties; and

3. Disputes involving failure to comply with new Authority-wide requirements.

V. Grievances to which this procedure is not applicable

1. Class grievances against the CHA; or
2. Disputes between Head of Households, when the CHA is not involved.

The Grievance Procedure shall not be used as a forum by any person, groups, groups of persons, agencies, or organizations for initiating or negotiating policy changes with the CHA or the CHA's Board of Commissioners or its designees.

VI. New Head of Household

- A. At the time of leasing, the property management firm will furnish each new Head of Household with a copy of the CHA RAD Grievance Procedure with exhibits attached hereto, including the Notice of RAD Grievance Rights – RGP1.
- B. Households transferring from non-RAD properties to a RAD development will be supplied a copy of the CHA RAD Grievance Procedure.
- C. Households transferring between RAD developments shall not be considered new Head of Households.

VII. Reasonable Accommodations

- A. The CHA and its property management firm shall provide reasonable accommodations to permit Head of Households with disabilities to participate in an informal grievance hearing.
- B. If requested by the Head of Household, reasonable accommodations to persons with disabilities may include, but are not limited to the following: 1) that meetings be held in an accessible location; 2) that all materials and notices will be in an accessible format; 3) that the CHA provides qualified sign language interpreters, readers or attendants; 4) that the Head of Household can make a hearing request orally and having a representative, advocate or the property management firm complete the relevant paperwork.

VIII. Notice of Adverse Action

- A. The CHA or its property management firm will notify a Head of Household in writing of the specific grounds for any proposed adverse action. The notice shall be personally served to the Head of household or an adult member of the household or sent via prepaid first-class mail, addressed to the Head of Household. The notice of proposed adverse action will inform the Head of Household of the right to request a grievance hearing and the time period within which a hearing may be requested.

IX. Adverse Action and Grievance Procedure

- A. Actions Excluding Lease Termination: In the case of a proposed adverse action other than a proposed Lease termination, the CHA or its property management firm shall not take the proposed action until the time for the Head of Household to request a grievance hearing has expired. If a hearing was timely requested by the Head of Household, no action shall be taken until the grievance process has been completed.
- B. Actions Including Lease Termination: When the CHA or its property management firm is required to afford the Head of Household the opportunity for a hearing under this Procedure for a grievance concerning the Lease termination (not including grievances described in Section V), the tenancy shall not terminate, even if any notice to vacate under state or local law has expired, until the time for the Head of Household to request a grievance hearing has expired, and, if a hearing was timely requested by the Head of Household, the grievance process has been completed.

X. CHA Ombudsman

- A. CHA's Ombudsman is available to advocate for residents at the informal hearing stage.

XI. Request for Informal Hearings

- A. On every Notice of Termination of Tenancy and notices for grievable actions required by the RRC, the Head of Household shall be notified that he/she has a right to request a grievance hearing, orally or in writing, within the applicable number of days from receipt of the Notice.
- B. If an informal hearing is requested, the property management firm shall fill out and provide the head of household with a receipt indicating a request for an informal hearing was made and the date of the request. (Head of Household Receipt for RAD Informal Hearing

Request – RGP2). A copy of the receipt shall be given to the Head of Household and placed in the resident's file.

- C. Head of Households shall file grievances either orally or in writing with the property management firm or the CHA department that rendered the decision involving the dispute. The Head of Household or the property management firm, upon request by the Head of Household, shall complete the RAD Grievance Hearing Proceedings Form – RGP3, that is provided by the property management firm. Head of Households shall file their grievances within the following times:

1. 14 days for non-payment of rent;
2. 30 days if other tenant's health and safety is threatened;
3. 10 days for any drug related or violent crime activity; and
4. 10 days for a felony conviction.

XII. Informal Hearing Process

- A. The informal hearing process for all grievances, excluding criminal activity and unit size, will follow the process listed below. Grievances involving criminal activity or unit size, will be in accordance with Section XIII below.
- B. The Head of Household has the right before the informal hearing to review and/or copy any documents, records, and/or regulations that are directly relevant to the grievance raised. The Head of Household shall make the request during normal business hours and is responsible for any photocopying fees. Documents shall be provided and copies shall be made in the management office within a reasonable time period of the Head of Household's request. Costs shall not exceed 10 cents per page.
- C. The CHA, its representatives, and/or Property Management shall have the opportunity before the hearing to request copies of all documents, records, and regulations relevant to the grievance. The Head of Household, upon request, shall allow the CHA and/or Property Management to make copies of all documents the Head of Household plans to present at the hearing.
- D. The Property Management Firm, or the CHA shall schedule and hold an informal hearing within fifteen (15) calendar days of receiving a Head of Household's hearing request. Failure to hold the informal hearing within fifteen (15) days must not be caused by the Head of Household's failure to cooperate in scheduling and/or holding the hearing.

1. If the adverse action or failure to act is the responsibility of the property management firm, the Head of Household's informal hearing shall be conducted with the property manager.
 2. If the adverse action or failure to act is the responsibility of a CHA official, the informal hearing shall be conducted by that official's supervisor or his/her designee.
- E. The Head of Household has the right to be represented by counsel or by other persons chosen as the Head of Household's representative and to have such person make statements on the Head of Household's behalf.
- F. Five (5) days after the informal hearing, the property management firm will submit a copy of the hearing decision to the Asset Management Department for review.
- G. The Asset Manager will complete its review within five (5) days of receipt of the decision and finalize the informal hearing decision with the Property Manager.
- H. Within ten (10) business days after the informal hearing, the property management firm, or the CHA will make four copies of the informal hearing results on the RAD Grievance Hearing Proceedings Form – RGP3. If the decision will not fit on the required forms, a letter with the results attached to the RGP3 form is acceptable.
1. One copy of the informal hearing results shall be supplied to the Head of Household. The RGP3 Form shall be personally served or sent via first-class mail. If mailing is used, receipt is considered complete five (5) days after mailing.
 2. One copy of the informal hearing results shall be sent to the Asset Management Department.
 3. One copy of the informal hearing results shall be sent to the Office of the General Counsel.
 4. One copy of the informal hearing results will be placed in the Head of Household's file.

XIII. Informal Hearing Process for Criminal Activity and Unit Size

- A. For grievances involving criminal activity or unit size, the informal hearing will be held by the HCV hearing officers.

- B. The Head of Household has the right before the informal hearing to review and/or copy any documents, records, and/or regulations that are directly relevant to the grievance raised. The Head of Household shall make the request during normal business hours and is responsible for any photo copying fees. Documents shall be provided and copies shall be made in the management office within a reasonable time period of the Head of Household's request. Costs shall not exceed 10 cents per page.
- C. The CHA, its representatives, and/or Property Management shall have the opportunity before the hearing to request copies of all documents, records, and regulations relevant to the grievance. The Head of Household, upon request, shall allow the CHA and/or Property Management to make copies of all documents the Head of Household plans to present at the hearing.
- D. Upon receipt of the Head of Household's hearing request, the Property Management Firm, or the CHA shall forward the request to the HCV Hearing Officer to schedule and hold an informal hearing.
- E. The HCV Hearing Officer will notify all parties, including the Head of Household, of the date, time, and place of the hearing in accordance with Chapter 16: Part III of the CHA Administrative Plan.
- F. The Head of Household has the right to be represented by counsel or by other persons chosen as the Head of Household's representative and to have such person make statements on the Head of Household's behalf.
- G. Within thirty (30) days after the informal hearing, the HCV Hearing Officer will issue its decision whether the Property Management firm or CHA has the right to proceed with termination of the Head of Household's tenancy.
- H. If the outcome of the informal hearing is in favor of the Property Management firm or CHA, the termination of the tenancy using the due process under the Illinois Landlord-Tenant Law shall proceed.

XIV. Request for Formal Hearings

- A. The following residents have the right to use the formal hearing process established by this Grievance Procedure:

1. Residents living in RAD Properties;
 2. Residents living in RAD units converted at mixed-income developments; or
 3. Residents and former residents covered by the RRC.
- B. For all Formal Hearings except for appeals from informal hearings involving criminal activity or unit size, the CHA shall use the City of Chicago's Department of Administrative Hearings. The City's Department of Administrative Hearings maintains a group of qualified independent Hearing Officers jointly agreed by the CHA and Central Advisory Council to serve as independent Hearing Officers for the formal hearing process.
- C. If the resident disagrees with the results of his or her informal hearing, the resident shall submit a written request for a formal hearing within fifteen (15) calendar days of receiving a copy of the informal hearing results.
- D. The resident must use the Resident's Formal Hearing Request Form – RGP4 supplied by the CHA, to request a formal hearing. The resident shall be responsible for sending two copies of the form to the CHA, via regular mail or hand delivery.
1. The resident shall send by regular mail or hand deliver one copy to the General Counsel, who will forward a copy to the City of Chicago's Department of Administrative Hearings. The Office of the General Counsel shall also forward to the Department of Administrative Hearings 1) a copy of the completed RAD Grievance Hearing Proceedings Form – RGP3; and 2) a Grievance Petition from the Chicago Housing Authority – DOAH Petition that identifies the dispute, the basis for the CHA's or the property management company's action or failure to act, and the requested relief.
 2. The resident shall send by regular mail or hand deliver one copy to the Asset Management Department, who will forward a copy to the property management firm.
 3. If the resident fails to request a formal hearing within fifteen (15) calendar days of the sending or delivery of the informal hearing results, then the informal hearing results become final. Failure by the resident to request a formal hearing, however, shall not constitute a waiver of the resident's right to contest the CHA's or property management firm's action or failure to act in a court of law.
- E. Reasonable accommodations to persons with disabilities may include that meetings be held in an accessible location, and that all materials and notices will be in an accessible format,

if requested by the resident. This includes, if necessary, that the CHA provides qualified sign language interpreters, readers or attendants.

- F. A formal hearing shall be scheduled to be held by the City of Chicago's Department of Administrative Hearings within thirty (30) calendar days from the Department of Administrative Hearings' receipt of the Grievance Petition, and Formal Hearing Request Form.

XV. Formal Hearing Process

- A. Formal hearings shall be conducted *de novo* in accordance with this Grievance Procedure, and with Chapter 2-14 of the Municipal Code and the Department of Administrative Hearings' Procedural Rules and Regulations, to the extent that they are applicable and not inconsistent with this Procedure.
- B. Orderly Behavior: The Hearing Officer shall require all parties, representatives and witnesses to conduct themselves in an orderly fashion. Failure to comply with the directives of the Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interest of the disorderly party.
- C. Written Appearance Form: All parties on behalf of the CHA, the property management firm or the resident shall complete a written Appearance Form, supplied by the Hearing Officer.
- D. Decision Not to Proceed: The Hearing Officer may render a decision without proceeding with the hearing if the Hearing Officer determines that the issue has been previously decided in another formal hearing or a court of law.
- E. Standard of Proof: The Hearing Officer's decision shall be based upon the preponderance of evidence.
- F. Burden of Proof: In the formal hearing, the resident must first establish that he/she is entitled to the relief and he/she has requested. The CHA or property management firm must then sustain the burden of justifying its action or failure to act, with respect to the issues underlying the grievance **24 CFR 966.56e**.
- G. Evidence and Witnesses: The formal hearing shall be conducted by the Hearing Officer. All parties shall present evidence pertinent to the facts and issues raised by the grievance. The formal and technical rules of civil/criminal procedure and evidence shall not apply. Evidence, including hearsay, may be admitted only if it is the type commonly relied upon

by reasonably prudent persons in the conduct of their affairs. All witnesses shall be sworn in by the Hearing Officer. All parties, including the Hearing Officer, shall have the right to question all witnesses.

H. Recordings of Hearing: A record shall be made of the formal grievance hearing by audio-tape or other appropriate means. Record of the hearing shall include documents, a copy of findings and the written decision.

1. The Department of Administrative Hearings shall be responsible for securing a recorder prior to the formal hearing. Records shall be retained by the Department of Administrative Hearings, pursuant to law, but not for less than six (6) months from the date of the hearing.
2. Any interested party may arrange for a copy of the formal hearing record in advance of or following the hearing, at the party's own expense.

I. Observed Rules for Fair Hearing: The resident shall be afforded a fair hearing. The following rules shall be observed in conducting a formal hearing.

1. The resident, the CHA and its property management firms shall have prior written notification of the date, time and location of the formal hearing, as well as the consequences for failure to appear at the hearing. The Department of Administrative Hearings shall send the notice via first-class mail or personal service no later than seven (7) calendar days before the formal hearing date.
2. The resident has the right to be represented by counsel or by other persons chosen as the resident's representative and to have such persons make statements on the resident's behalf.
3. The resident shall have the opportunity before the formal hearing to examine his/her file; to copy all documents, records, and regulations relevant to the grievance, at his/her own expense; and to take notes.
 - a. Requests for copies of documents, records and regulations shall be submitted in writing by the resident or by the resident's representative to the property management firm and the CHA.
 - b. The property management firm and the CHA have up to five (5) calendar days from the date of request to produce the documents to the resident.

- c. If the resident or the resident's representative request copies within five (5) calendar days of the hearing, copies of documents shall be made available no later than one (1) hour before the formal hearing is scheduled to begin.
 - d. The resident or the resident's representative shall be responsible for paying for copies at the time the resident receives the copies from the property management firm or the CHA. Costs for copies shall not exceed 10 cents per page.
 - e. Any document requested by the resident or his/her representative, within the appropriate timeframe, that is in the possession of the CHA or the property management firm, and that is not made available after the resident's request, may not be relied on by the CHA or property management firm at a grievance hearing.
- 4. The resident shall have the right to a private hearing, unless the resident requests a public hearing.
- 5. The resident shall have the right to present evidence and argument in the support of his/her grievance, to challenge evidence relied upon by the CHA and property management firms, and to confront and cross-examine all witnesses upon whose testimony the CHA or property management firm relies.
- 6. All parties have the right to a decision based solely and exclusively upon the evidence presented at the hearing.
- J. Failure to Appear at Formal Hearing: If the resident, the CHA, or the property management firm fails to appear at the scheduled formal hearing, the Hearing Officer may make a determination that the party failing to appear has waived its right to participate in a formal grievance hearing; find that party in default; proceed with the formal hearing; accept evidence relevant to the grievance; and conclude the grievance hearing with findings and a written disposition. A copy of the order of default shall be served upon the defaulting party by first-class mail or personal service.
 - 1. The defaulting party shall have twenty-one (21) days from the date the default is entered to petition the Hearing Officer to set aside the order of default upon a showing of good cause for the party's failure to appear.
 - 2. A determination that the resident has waived his or her right to a formal hearing shall not constitute a waiver of any right the resident may have to contest the Hearing Officer's disposition of the grievance.

XVI. Formal Grievance Hearing Decision

- A. The DOAH Hearing Officer shall make a determination on the basis of the admissible evidence, testimony, and arguments presented at the hearing. The DOAH Hearing Officer shall not have the power to impose fines, costs, sanctions or other penalties.
- B. The DOAH Hearing Officer shall prepare a written decision from the formal hearing on the DOAH Order: Findings, Decisions, and Order Form. The formal hearing results shall be served via first-class mail or personal service to the resident and his or her representative, the CHA, and the property management firm within five (5) business days of the hearing, unless the Hearing Officer determines that additional time is necessary due to the complexity of the case. If more time is required for the formal hearing decision, the Hearing Officer shall notify the resident of the revised timeline in writing within five (5) business days of the hearing.
- C. The CHA shall keep a copy of the DOAH Hearing Officer's summary, on the DOAH Order: Findings, Decision, and Order Form, with all names and identifying references deleted.
- D. The decision of the Hearing Officer shall be binding on the resident and on the CHA property management firm, which shall take all actions, or refrain from any actions necessary to carry out the decision, unless the CHA's Board of Commissioners or its designees determines, within thirty (30) calendar days, and gives written notice to the resident, his/her representative, and to the Hearing Officer that:
 - 1. The grievance does not concern the CHA's action or failure to act in accordance with the complainant's Lease or regulations which adversely affect the complainant's rights, duties, welfare or status **24 CFR 966.57**; or
 - 2. The decision of the Hearing Officer is contrary to applicable Federal, State or Local law, HUD regulations or requirements of the Rental Assistant Demonstration Program(RAD) Contract between HUD and the CHA, **24 CFR 966.57**
- E. The decision by the Hearing Officer or Board of Commissioners in favor of the

CHA, or which denies the relief requested by the resident, in whole or in part, shall not constitute a waiver of, nor affect any rights the resident may have to judicial review or a trial *de novo* in a court of law regarding the same matter brought up in the grievance. **24 CFR 966.57**

XVII. Informal Hearing Decisions for Grievance Involving Criminal Activity and Unit Size

If the outcome of the informal hearing for grievances involving criminal activity or unit size is in favor of the CHA/Developer, the CHA may terminate a Lease using the due process procedure under the Illinois Landlord-Tenant Law.

CHA Form-RGP1

Account No.

NOTICE OF RIGHT TO RESIDENT'S GRIEVANCE

I have been advised of my rights to an informal hearing with the Property Manager in case of a grievance with respect to the CHA or property management firm's action or failure to act in accordance with the Lease, the Relocation Rights Contract, or CHA policies, which may adversely affect my rights, duties, welfare, or status.

I have also been advised that if I am not satisfied with the proposed informal results of my grievance, I have a right to proceed to a formal hearing. I have the right to a formal hearing with an independent Hearing Officer under the CHA's Grievance Procedure.

I will have the right to appear at the formal hearing and speak on my own behalf, to be represented by counsel or other representatives of my choice, at my expense, to bring witnesses and documents as I desire, and to cross-examine the CHA or property management firms' witnesses. I have the right before the hearing to examine and copy at my expense, any documents,

records, and/or regulations that are directly relevant to the grievance. I understand that I am responsible for the cost of any photocopying requested.

(Print Name)

(Resident's Signature)

(Date)

RESIDENT RECEIPT FOR INFORMAL HEARING REQUEST

A request for an informal hearing with _____
(Property Manager's Name)

was made on _____ by _____
(Date) (Resident's Name)

Nature of Grievance: _____

Requested Relief: _____

I, _____ acknowledge receipt of the resident's
(Property Manager)

request for an informal hearing.

Signature of Property Manager Date

Development Name Date

Property Manager Office Address

Fax

Signature of Resident or Representative

Date

RESIDENT'S GRIEVANCE HEARING PROCEEDINGS FORM

DATE OF REQUEST: _____

RESIDENT'S NAME: _____

ADDRESS: _____

TELEPHONE NO. _____ ACCOUNT NO: _____

NATURE OF GRIEVANCE: _____

REQUESTED RELIEF: _____

RESIDENT'S SIGNATURE: _____ DATE: _____

CHA MANAGEMENT SIGNATURE: _____ DATE: _____

*or resident representative

INFORMAL HEARING

HEARING DATE: _____

TIME: _____

LOCATION: _____

COMMENTS: _____

PARTIES PRESENT: _____

DISPOSITION: _____

REASON FOR DISPOSITION: _____

DATE:

TO THE RESIDENT: IF YOU DO NOT AGREE WITH THE DISPOSITION OF YOUR COMPLAINT WHICH RESULTS FROM THE INFORMAL HEARING, YOU HAVE THE RIGHT TO PROCEED DIRECTLY TO A FORMAL HEARING UNDER THE CHA RESIDENT'S RAD GRIEVANCE PROCEDURE.

IF YOU DESIRE A FORMAL HEARING, YOU MUST SIGN AND SUBMIT THE ATTACHED FORMAL HEARING REQUEST FORM WITHIN FIFTEEN (15) CALENDAR DAYS OF TODAY.

Return the yellow form to:
CHA General Counsel
Attn: Grievance Procedure
60 E. Van Buren, 12th floor
Chicago, Illinois 60605

Return the orange form to:
CHA Asset Management Department
Attn: Grievance Procedure
60 E. Van Buren, 13th floor
Chicago, Illinois 60605

IF YOU DO NOT SUBMIT THE FORM WITHIN FIFTEEN (15) CALENDAR DAYS, YOU WILL HAVE YOUR RIGHT TO A FORMAL HEARING AND THE DISPOSITION PROPOSED BY THE PROPERTY MANAGER OR CHA WILL BECOME FINAL.

FORMAL HEARING REQUEST FORM

PLEASE COMPLETE THIS FORM AND MAIL OR HAND DELIVER TO:

Return the yellow form to:
CHA General Counsel
Attn: Grievance Procedure
60 E. Van Buren, 12th floor
Chicago, Illinois 60605

Return the orange form to:
CHA Asset Management Department
Attn: Grievance Procedure
60 E. Van Buren, 13th floor
Chicago, Illinois 60605

DATE OF REQUEST: _____

RESIDENT'S NAME: _____ ACCOUNT NO: _____

ADDRESS: _____

NAME OF DEVELOPMENT IN WHICH I LIVE: _____

TELEPHONE NUMBER DURING THE DAY: _____

RESIDENT'S REPRESENTATIVE (IF ANY): _____

REPRESENTATIVE'S ADDRESS: _____

REPRESENTATIVE'S TELEPHONE NUMBER: _____

I hereby request a formal hearing to present the following grievance: _____

Requested Relief: _____

Choose location for the formal hearing:

☐ Main Office: 400 W. Superior Street
(Sedgwick & Superior Street)

☐ Satellite Office: 2006 E. 95th Street
(95th & Jeffery Boulevard)

RESIDENT'S OR REPRESENTATIVE SIGNATURE: _____

**GRIEVANCE PETITION FROM THE CHICAGO HOUSING AUTHORITY IN THE
CITY OF CHICAGO, ILLINOIS
DEPARTMENT OF ADMINISTRATIVE HEARINGS**

IN THE MATTER OF: _____)
 _____)
Resident/Grievant _____)
and _____) **Docket #** _____ **The**
Chicago Housing Authority and/or _____)
 _____)
 _____ **Management Co.**)
Respondent _____)

THE GRIEVANCE

Nature of Grievance: _____

Requested Relief: _____

Location Requested for Hearing:

☐ 400 W. Superior Street

☐ Satellite Office: 2006 E. 95th Street

Reasonable Accommodations Requested: No Yes If yes, please describe: _____

THE PARTIES

THE GRIEVANT

THE RESPONDENT(S)

Name _____

Name _____

Address _____

Address _____

Development _____

Development _____

Phone _____

Phone _____

Representative (if any) _____

Name _____

Address _____

Address _____

Phone _____

Development _____

Phone _____

OFFICE USE ONLY

Date of Hearing:

Time of Hearing:

Officer Assigned:

EXHIBIT D

OGDEN COMMONS TENANT SELECTION PLAN

ASSISTANCE ANIMAL POLICY

PLEASE NOTE: Animals are a serious responsibility and risk for each resident in the Premises and the Community. If not properly controlled and cared for, animals can disturb the rights of others and cause significant damages for which residents may be held liable.

In the event Lessor has granted Lessee's request for a service/therapy/emotional support /companion animal (the "Assistance Animal"), Lessee understands there is no additional security deposit or animal fee but agrees to the following:

1. **DESCRIPTION OF ASSISTANCE ANIMAL.** Only a registered Assistance Animal will reside in the Lessee's unit. Lessee must provide Lessor the following information:
Type: _____ Breed: _____ Color: _____
Age: _____ Weight: _____ Name of Animal: _____ License
#: _____ Issued by City of: _____
2. **LICENSE/VACCINATIONS.** The Assistance Animal must be properly licensed and have the shots/vaccinations required by statute or regulation at all times. Lessee shall provide documentation confirming the Assistance Animal is properly licensed and has all shots/vaccinations required. Lessee shall attach the license tag to the Assistance Animal's collar and leave in place for the entire Term.
3. **HISTORY OF AGGRESSION.** No Assistance Animal with a history of aggressive, threatening or violent behavior will be allowed.
4. **LIABILITY FOR DAMAGES / INDEMNITY / INSURANCE.** Lessee shall be liable for the entire amount of all damage caused by such Assistance Animal. This applies to floors, carpets, doors, walls, wallpaper, windows, screens, furniture, appliances, and any other part of the Premises or the Community, including landscaping. If such items cannot be satisfactorily cleaned or repaired, Lessee must pay for complete replacement. Payment for damages, repairs, cleaning, replacements, etc. shall be due immediately upon demand. Lessee shall be strictly liable for the entire amount of any injury to the person or property of others caused by such Assistance Animal; and Lessee or any guest or invitee of Lessee shall hold harmless, defend, and indemnify Lessor and Manager their respective officers, directors, partners, shareholders, successors and assigns for all costs of litigation and attorney's fees resulting from same. Lessee shall immediately notify Lessor of any personal injury or property damage caused by the Assistance Animal.
5. **ASSISTANCE ANIMAL RULES.** Lessee is responsible for the actions of the Assistance Animal at all times and agrees to abide by the following rules:
 - (a) Lessee must be capable of caring for the Assistance Animal.
 - (b) Any change of Assistance Animal will require a new Addendum.
 - (c) Dogs and cats must be housebroken. All other assistance animals must be caged at all times unless otherwise requested and approved pursuant to the reasonable accommodation policy. No animal offspring are allowed.
6. **ADDITIONAL RULES.** Lessor shall from time to time have the right to make reasonable changes and additions to the Assistance Animal Rules herein if in writing and distributed to all residents who are permitted to have assistance animals.
7. **VIOLATION OF RULES.** If any rule or provision of this Addendum is violated by Lessee, other occupants, family members, guests, or invites, Lessee shall, at Lessor's option, immediately and permanently remove the Assistance Animal from the Premises upon written notice by Lessor's representative; and Lessor shall have all other rights and remedies set forth in the Lease, including damages, eviction and/or attorneys' fees.
8. **COMPLAINTS ABOUT ASSISTANCE ANIMAL.** Lessee agrees to immediately and permanently remove the Assistance Animal from the Premises if Lessor receives reasonable complaints from other residents or staff regarding the Assistance Animal's aggressive, threatening, violent or other disruptive behavior.

By signing below, Lessee acknowledges the above provisions. Lessee understands that the permission to keep the Assistance Animal on the Premises can be revoked if there is a failure to comply in all

respects with the rules and regulations above or if Lessee permits the Assistance Animal to become a nuisance. Lessee must permanently remove the Assistance Animal immediately from the Premises upon receiving Lessor's notice of aggressive, threatening, violent or disruptive/nuisance behavior. Failure to do so may result in termination of the Lease.

LESSEE:

BY:

BY:

DATED: ____