



**MoCARH**

**APRIL 2015**

**TRAINING**



# AGENDA

- **Compliance Reviews**
- **Reasonable Accommodation**
- **Lease Agreement**
- **Waiting List (if time permits)**
- **Summer Food Program – Elizabeth Blau,  
Department of Health & Human Services**



# COMPLIANCE REVIEWS



# WHAT IS A COMPLIANCE REVIEW?

- A review that is generally conducted no more than 3 years after the previous compliance review
  - Instances may occur in which the Agency may be required to conduct a compliance review prior to the normal 3 year cycle
    - Project transfer
    - Discrimination complaints
  - Used to be completed in conjunction with Supervisory Visits but those are now on a 5 year rotation
    - NOTE: We will revert back to completing Supervisory Visits on a 3 year rotation starting October 1, 2015



# PURPOSE

- To ensure recipients of loans & grants are complying with the following Federal Civil Rights Laws:
  - Equal Credit Opportunity Act (ECOA)
  - Title VI of the Civil Rights Act of 1964
  - Title VIII of the Civil Rights Act of 1968 (as amended by the Fair Housing Act)
  - Section 504 of the Rehabilitation Act of 1973
  - Age Discrimination Act of 1975
  - Title IX of the Education Amendments of 1972
  - Americans with Disabilities Act (ADA)
- Our job at Rural Development includes ensuring that our programs are administered according to these laws, without discrimination



# WHAT DO WE DO?

- As part of the review, our Agency will:
  - Look to see all required items are posted:
    - “And Justice for All” – Form AD-475C (Green)
    - Equal Housing Opportunity
    - Non-Discrimination Statement
      - “This institution is an equal opportunity provider and employer”
    - Most recent approved AFHMP (may be required to make adjustments/updates)
    - Tenant Grievance and Appeals Procedures
    - Copy of approved property rules
    - Office and emergency hours and phone numbers
    - If large population of non-English speaking tenants, must provide all documents in the non-English language
  - Interview manager
  - Review records
    - Ensure information is being collected and maintained regarding racial/ethnicity/gender data



# WHAT DO WE DO – CONT.

- Data is to be kept by race, color, national origin and ethnicity
  - Participants or people served
  - Population of service area
  - Employees, including use of bilingual employees
  - Membership of any planning or advisory body
  - Demographic maps for certain projects
  - Lawsuits filed against borrower on the basis of race, color or national origin
- Review advertisements, newspaper releases, etc.
  - Ensure you are advertising and conducting outreach
  - Ensure property sign includes:
    - Property name
    - Equal Housing logo
    - Handicapped Accessibility logo
    - Telephone number of rental agent
    - Location of rental office
    - TDD/TTY for the Deaf
- Interview people associated with the facility
- Make community contacts and interview minority leaders



# HELPFUL HINTS

- Maintain waiting lists:
  - Yes, you should have one and everyone who applies should be on it whether or not they move in immediately
  - Even if a new site manager comes on board, the waiting list and all records needs to be maintained
    - DO NOT START FRESH WITH A NEW WAITING LIST!!
  - Make sure to complete the waiting list in its entirety
  - For Race Code and Sex Code, use only the applicant information and not the co-applicant
    - e.g., husband and wife apply together; the husband is African American and the wife is Asian – Race Code would be 3 (Black/African American) and the Sex Code would be M
    - All numbers should add up to number of applications
- Make sure to let site managers know if there is a lawsuit pending because that is one of our questions
  - Don't need to know details



## HELPFUL HINTS – CONT.

- Make sure site managers have all copies of rejection letters and documentation available
  - Rejection letters must be sent by certified mail or the applicant must sign acknowledging notification
  - Sometimes these items are kept at the management company office so we have to request copies



# COMPLETING COMPLIANCE REVIEW WORKSHEET

- Sent out prior to compliance review to be completed by owner/manager of property
- Not all Areas/Specialists require this but if they do, we will have them use a standard format (Handout)
  - Some do their own counting!
- Lets go over the attached Handout:
  - First grid of the handout is information gathered from the Waiting List for the LAST 12 MONTHS ONLY
    - Only count tenant, not co-tenant or members of the household
    - If a unit has been occupied by more than 1 tenant during the 12 month period, count each tenant (i.e., tenant moved in 3/2/14 and moved out 6/4/14; another tenant moved in 7/7/14 and still resides in unit – you would count 2)
  - Second grid of the handout is information gathered from the Waiting List since the last Compliance Review



# COMPLETING COMPLIANCE REVIEW WORKSHEET

- Last grid of the handout is pretty straight forward
  - Please note that for applications pending where no action has been taken and applications on hand do not need to be broken out by Ethnicity, which is why this part is greyed out
- Complete the last set of questions to the best of your ability
  - Refers to reasonable accommodation requests that have been honored, as well as your Transition Plan items you have completed
  - If you have recently modified your Transition Plan, a copy of the self-evaluation and Transition Plan must be presented to RD for review and approval



**QUESTIONS?**



# REASONABLE ACCOMMODATION

## WHAT IS IT?

- Established under the federal Fair Housing Act
  - Prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, familial status and disability (handicap)
- Housing providers that receive federal financial assistance are also subject to the requirements of Section 504 of the Rehabilitation Act of 1973
  - Prohibits discrimination based on disability and requires providing reasonable accommodations to applicants and residents with disabilities
    - The rule makes it unlawful to refuse “to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford...person(s) [with disabilities] equal opportunity to use and enjoy a dwelling”
    - Also prohibits housing providers from refusing residency to persons with disabilities, or placing conditions on their residency, because those persons may require reasonable accommodations
  - More restrictive than the Fair Housing Act because it states who must pay for reasonable accommodations that involve structural modifications to units or public and common areas



# WHO MUST COMPLY?

- Courts have applied the requirements to individuals, corporations, associations and others involved in the provision of housing and residential lending, including property owners, housing managers, homeowners and condominium associations, lenders, real estate agents, and brokerage services

# WHO QUALIFIES?

- It defines a person with a disability to include:
  - Individuals with a physical or mental impairment that substantially limits one or more major life activities
  - Individuals who are regarded as having such an impairment
  - Individuals with a record of such an impairment
- The Fair Housing Act does NOT protect:
  - Juvenile offenders and sex offenders because, by virtue of the offense, are not considered persons with disabilities under the Act
  - Persons who are currently engaging in the current illegal use of controlled substances (although it does protect persons who are recovering from substance abuse)
  - Individuals with a disability whose tenancy would constitute a “direct threat” to the health or safety of other individuals or result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by reasonable accommodation

# WHEN CAN A REQUEST BE DENIED?

- When the request was not made by or on behalf of a person with a disability
- When there is no disability-related need for the accommodation
- If providing the accommodation is not reasonable
  - If it would impose an undue financial and administrative burden on the housing provider
  - If it would fundamentally alter the nature of the provider's operations
  - Must be made on a case-by-case basis involving various factors, such as:
    - Cost of the requested accommodation
    - Financial resources of the provider
    - Benefits that the accommodation would provide to the requester
    - Availability of alternative accommodations that would effectively meet the requester's disability-related needs



# WHO PAYS?

- The housing provider so long as the reasonable accommodation does not pose an undue financial and administrative burden and the request does not constitute a fundamental alteration of the provider's operations
  - Would be an eligible use of reserve funds
- **NOTE:** You cannot charge an extra fee or require an additional deposit from applicants or residents with disabilities as a condition of granting a reasonable accommodation
  - Applicants/residents can pay for the reasonable accommodation from their own resources but it must be voluntary and the resident or family may be required to restore the unit to its original condition at their expense



# HOW SHOULD A REQUEST BE MADE?

- Must be made by or on behalf of the person with disabilities
- Could include:
  - Family member
  - Doctor or care provider
- Request doesn't require the wording "reasonable accommodation" but must be in a manner that a reasonable person can understand that it is a request for an exception, change, or adjustment to a rule, policy, practice, or service because of a disability
- Helpful if the request is in writing
  - Be specific about the accommodation they are requesting and how it will assist the applicant/tenant

## REQUEST – CONT.

- Please be aware that it is usually unlawful for a housing provider to:
  - Ask if an applicant for a dwelling has a disability or if a person intending to reside in a dwelling or anyone associated with an applicant or resident has a disability, or
  - Ask about the nature or severity of such persons' disabilities
- You can make the following inquiries, provided the inquiries are made of all applicants, including those with and without disabilities:
  - Applicant's ability to meet the requirements of tenancy
  - Determine if an applicant is a current illegal abuser or addict of a controlled substance



## REQUEST – CONT.

- Determine if an applicant qualifies for a dwelling unit that is legally available only to persons with a disability or to persons with a particular type of disability, and
- Determine if an applicant qualifies for housing that is legally available on a priority basis to persons with disabilities or to persons with a particular disability



# WHAT IF YOU CAN'T TELL THEY QUALIFY?

- A provider is entitled to obtain information necessary to evaluate if a requested reasonable accommodation may be necessary because of a disability
- If the disability is obvious or otherwise known, you cannot ask for additional information about the requester's disability or the disability-related need for the accommodation
  - If the need for the accommodation is not readily apparent or known, you may request only information that is necessary to evaluate the disability-related need for the accommodation



## QUALIFY – CONT.

- If the disability is not obvious or otherwise known, you may request reliable disability-related information that:
  - Is necessary to verify that the person meets the Fair Housing definition of disability
  - Describes the needed accommodation
  - Shows the relationship between the person's disability and the need for the requested accommodation
- Usually the information can be provided by:
  - The individual (e.g., proof that an individual under 65 years of age receives Supplemental Security income or Social Security Disability Insurance benefits)
  - A doctor or medical professional
  - Peer support group or other reliable third party who is in a position to know about the individual's disability

## OTHER ODDS AND ENDS

- Reasonable Accommodation requests do not necessarily have to meet accepted accessibility standards – it just has to meet the needs of the requester
  - However, must at least meet building code and life/safety requirements
- Failure to reach an agreement on an accommodation request is in effect a decision not to grant the requested accommodation
  - Document every step because if the applicant/tenant files a complaint, this documentation will be used as evidence to see if you are in violation of the law
- NOTE: You may be required to provide a Scope of Work (SOW) that is to be accomplished to meet a reasonable accommodation request



## IF A COMPLAINT IS FILED

- If an applicant/tenant feels they have been subjected to discriminatory housing practices, they can:
  - File a complaint with HUD (must be within one year after the alleged denial)
  - File a lawsuit in federal district court within two years of the alleged denial
- HUD will investigate the complaint at no cost to the person with a disability



**QUESTIONS?**



# LEASE AGREEMENT

# OBJECTIVES

- **Understanding the Lease Agreement**
- **Completion & Execution of RD Lease Agreement**
- **When to Modify the current Lease Agreement or Complete a new Lease Agreement**
- **Lease Violations & Termination of Tenancy**



# REGULATORY REQUIREMENTS

- **7 CFR 3560.156 – Lease Requirements**
- **Asset Management Book**
  - Chapter 6, Section 6.24-6.27
  - Chapter 6, Section 6.31 – Lease Violations
  - Chapter 6, Section 6.32 – Termination of Occupancy
  - Chapter 7, Section 7.5 – Rents During Eviction or Failure to Recertify
  - Attachment 6-E – Lease Requirements
  - Attachment 6-F – Prohibited Lease Clauses
- **Missouri State Laws**
- **7 CFR 3560.159 – Termination of Occupancy**
- **7 CFR 3560.160 – Tenant Grievances**



# LEASE AGREEMENT

- Borrower is responsible for development of Lease Agreement
  - Lease Agreement must contain required items as outlined in regulations (Att. 6-E)
  - Missouri RD developed Lease Agreement per regulations & State Law
- Has been reviewed by our legal counsel
  - If borrowers develop their own Lease Agreement and/or Addendums must have certification from borrower's attorney that it is in compliance with RD regulations and Federal, State, and Local Laws
- **Current RD Lease Agreement has a revision date of 11/16/2009**



# LEASE AGREEMENT

- Missouri's Lease Agreement will be posted on our Missouri Homepage: <http://www.rd.usda.gov/programs-services/multi-family-housing-direct-loans>
- Lease Agreement is also in large print
- Template provides instruction for completing Lease Agreement
- Borrowers can use Addendums to Lease Agreement
  - Must be in compliance with Federal, State, and Local Laws and Rural Development
  - Borrower's proposed Lease Agreement and all Addendums must be attached to Borrower's Management Plan



# COMPLETION & EXECUTION OF RD LEASE AGREEMENT

- Lease Agreement must be executed by applicant and borrower **prior** to occupancy
  - Any modifications to Lease Agreement should be initialed by the tenant, landlord and dated
- Once executed, applicant is entitled to occupy unit so long as they remain eligible and they comply with lease requirements

**LET'S REVIEW THE LEASE  
AGREEMENT TEMPLATE!**



# TERM OF LEASE AGREEMENT

- Lease Agreement is for 1 year
- Will be automatically continued annually when tenant is recertified
  - Tenant's rental payment is based on effective tenant certification
  - Tenant Certification Form must be attached to Lease Agreement



# WHEN SHOULD A NEW LEASE AGREEMENT BE COMPLETED?

- If RD Lease Agreement has been revised (has not been revised since 2009)
  - Agency will require borrower/landlord to begin using the “revised” Lease Agreement for the following:
    - New applicant at move-in
    - At the time of annual recertification for existing tenants

## NEW LEASE – CONT.

- Tenant transfers to a different unit within the complex that has a different rental rate
  - i.e. – moves from a 1 bedroom unit to a 2 bedroom unit
  - Must modify Tenant Certification (TC) to reflect rent schedule, unit number and tenant rental payment if it changes as result of the new unit
    - Transmit action through MINC using “Send Inside Transfer”
    - Have tenant initial and date by revisions made on TC
  - Complete New Lease Agreement reflecting correct rent information, security deposit requirements, etc.



## NEW LEASE – CONT.

- Co-Tenant becomes Tenant
  - Requires a New Tenant Certification
    - Must verify income, assets and allowable deductions
    - Must transmit “Co-Tenant to Tenant Re-Certification”
  - Must complete and execute new Lease Agreement



## NEW LEASE – CONT.

- When household members change
  - Requires new tenant certification
    - Must verify income, assets and deductions
    - Must transmit Re-Certification via MINC
  - Complete new Lease Agreement
    - If household is now overhoused or underhoused, RD must approve occupancy waiver



# WHEN SHOULD THE LEASE BE MODIFIED?

- When tenant is assigned RD Rental Assistance
  - Tenant Certification is required to be revised to reflect the correct Tenant Subsidy Code (1) and notate date that Rental Assistance is assigned on TC form
  - Must transmit through MINC by selecting the transaction “Send Tenant Subsidy”
  - To Modify Lease Agreement, complete Section III. 1. of Lease Agreement with all parties (Tenant, Co-tenant, and Landlord) initialing and completing effective date of Rental Assistance assignment



# WHEN SHOULD THE LEASE BE MODIFIED?

- When status of Eligibility Changes
  - i.e. – household's income changes and they become income ineligible with agency waiver
  - Can modify Section III. 8 by having Tenant, Co-tenant, and Landlord initial and insert effective date
  - Tenant Re-Certification must be completed and transmitted



# WHEN SHOULD THE LEASE BE MODIFIED?

- When tenant relocates to a different unit that has the same rental rate
  - i.e. – currently in a one bedroom unit and transfers to another one bedroom unit in which the rental rate is the same
  - Need to Modify Tenant Certification
    - Needs to be initialed and dated by tenant and management
    - Complete “Inside Transfer” in MINC
  - Modify Lease Agreement to reflect correct Unit Number (nothing else would be revised as the rents are the same and the unit size is the same)

# WHEN SHOULD THE LEASE BE MODIFIED?

- The Lease Agreement does not need to be modified for a Rent and/or Utility Allowance Change
  - Modify tenant certification by reflecting the new Basic and Note Rents and Utility Allowance
    - If tenant’s Net Tenant Contribution changes as a result of the rent change, the tenant needs to initial and date by revisions
      - Some management agents provide an addendum that is attached to the original lease agreement
    - Rent Change needs to be transmitted with proposed budget via MINC
      - Tenants must be given at least a 60 day notice of rent change

“See handy Lease Agreement/  
Tenant Certification Reference Guide”



# RD'S RESPONSIBILITY

- Reviews Lease Agreement for Agency Approval and if completed correctly
  - Occupancy Rules must be attached to Lease Agreement
- Reviews to determine that applicant/tenants are aware of tenant grievance process
- Applicant/Tenant understands the process for relaying information such as maintenance, income information, and timeframes for providing information



**LEASE VIOLATIONS  
&  
TERMINATION OF TENANCY**

# LEASE VIOLATIONS

- Section IV 1. – Termination of Lease
  - Tenants can terminate Lease for “good cause” with 30 days **written** notice
  - Landlord can terminate or refuse to renew Lease for “*material non-compliance*” or “*good cause*”
  - Prior to termination of the Lease, Landlord must provide tenant written notice of Lease Violation



Expiration of Lease Agreement is not grounds for termination



# NOTICE OF LEASE VIOLATION

- Must notify tenant in writing of Lease Violation **PRIOR** to terminating the Lease
- Must give tenant opportunity to correct the problem **PRIOR** to terminating the Lease
  - Must give 10 days after date of notice for tenant to respond
- Must advise that the Tenant's conduct is grounds for termination
- Must provide basis for termination
  - Specify the provision of the Lease Agreement or Occupancy Rules that have been violated
- Must be delivered to the tenant by certified mail, return receipt requested, or hand delivered with a signed and dated receipt from tenant

Incidences related to termination  
must be documented in the tenant's file



# NOTICE OF LEASE VIOLATION

- The following language per Section 6.33 of Asset Management HB must be included in Notice:
  - *“The right to respond to the notice within 10 calendar days after date of notice”*; and
  - *“The right to a hearing in accordance with 7 CFR 3560.160 (f), which is available upon request.”*; and
    - This is the Tenant Grievance Procedure
  - *“Any tenant/member or prospective tenant/member seeking occupancy in or use of Agency facilities who believes he or she is being discriminated against because of age, race, color, religion, sex, familial status, disability, or national origin may file a complaint in person with, or by mail to the U.S. Department of Agriculture’s Office of Civil Rights, Room 326-W, Whitten Building, 14<sup>th</sup> and Independence Avenue, SW., Washington DC 20250-9410 or to the Office of Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development (HUD), Washington, DC 20410.”*



# WHAT IS “MATERIAL NON-COMPLIANCE”?

- Refer to Section IV, 1. (b) of Lease Agreement for definition
  - Substantial and/or repeated violations of the Lease or Occupancy Rules
    - Includes non-payment or repeated late payment of rents or other financial obligations
    - Drug Violation



# WHAT IS “GOOD CAUSE”?

- Tenant is no longer Eligible as defined in Section IV. 1. (c) of Lease Agreement:
  - Income Ineligible
  - Occupancy Ineligible (overhoused or underhoused)
    - Must vacate within 30 days of being notified that they are no longer eligible for occupancy or at the expiration of the lease, whichever is longer.
    - See General Lease Information, Section I (first page)
  - No longer qualify under Low Income Housing Tax Credits rules



## “GOOD CAUSE” – CONT.

- Actions by Tenant or member, or by Tenant’s guest if they:
  - Interfere with rights and quiet enjoyment of other tenants; or
  - Threaten the health and safety of other persons, or
  - Are abusive, harassing or threatening to the Landlord’s manager or other tenants; or
  - Cause physical damage to property; or
  - Fail to reimburse property for physical damage to rental unit; or
  - Have Unauthorized Pets; or
  - Fail to provide information for annual tenant certification; or
  - Falsify information regarding income or other factors and repaying any unauthorized assistance due; or
  - Fail to maintain unit in clean condition; or
  - Fail to pay security deposit; or
  - Criminal Activity or Alcohol Abuse



# LEASE VIOLATIONS

- Notice of Lease Violations and Terminations must comply with State and Local Laws, and must be reviewed and approved by RD (Sec. 6.31 of HB)
  - Borrower should provide a sample Notice of Lease Violation for Agency Review
  - RD will also review when conducting supervisory visits and/or tenant file review or when tenant requests our review
    - If notices are not properly prepared, borrower will be required to halt Termination proceedings
    - If Borrower/Management believes that conditions still warrant lease termination, corrected Notices may be issued to the tenant

# VIOLATIONS – CONT.

- Borrowers/Management should be consistent in the handling of Lease Violations and Terminations
  - Be consistent in how notices are prepared, timeframes, etc.
- Consult with legal counsel when uncertain about reasons for termination, or the process for lease termination

You can use the “Notice of Lease Violation” as a guide

# NOTICE OF TERMINATION

- Must specify the Date the Lease will be Terminated
- Must include a statement of the basis for the Lease Termination
  - Must refer to specific Lease Provisions or Occupancy Rules that have been violated
- Must include that the Landlord may initiate judicial action to enforce the lease termination; and
- Must be delivered to the tenant by certified mail, return receipt requested, or hand delivered with a signed and dated receipt from tenant

You can use the “Notice of Lease Termination” as a guide



# TERMINATION OF TENANCY

- RD does not review for merit of Termination of Tenancy
  - RD may review notice to determine if it was properly prepared
    - i.e. – was prior notice of lease violation provided, was proper lease clauses used, etc.
- Transmit “Send Eviction” transaction in MINC when the Notice of Termination has been sent



## TERMINATION – CONT.

- During the eviction process, tenant will continue to pay same rent per Tenant Cert (TC) and Borrower will continue to receive Rental Assistance, if applicable
  - If TC expires during the eviction process, Rental Assistance will be terminated
  - Tenant still continues to pay same rental payment per expired TC
  - If Tenant is re-instated (not evicted), then Rental Assistance will be reinstated upon Recertification

See handy “Tenant Adverse Action Reference Guide”



**QUESTIONS?**



# WAITING LISTS

- Procedure Reference – 7 CFR 3560.154 (f) and HB-2-3560, Chapter 6, 6.18 C



# WHEN TO ADD APPLICATIONS

- ALL applications must be placed on the waiting list, whether the application is complete, eligible or ineligible
- An incomplete application should be placed on the waiting list
  - However, priority for selection is not established until a complete application is received



# WHAT INFORMATION MUST BE INCLUDED?

- Date and Time of complete application
- Race and ethnicity of applicant, using the codes from Form 3560-8, Tenant Certification
  - This is used for statistical purposes only, not for determining eligibility
- Final disposition of application
  - Rejected
  - Withdrawn
  - Placed in a unit



# ESTABLISHING PRIORITIES

- Once a complete application is received, you must add the date and time to waiting list
  - Don't forget to put the time and date on the application also
  - This date and time is what establishes priority for selection from the list
- Selections from the completed applications on the waiting list are made in the following order:
  - 1<sup>st</sup> Priority – “Very-low” income applicants
  - 2<sup>nd</sup> Priority – “Low” income applicants
  - 3<sup>rd</sup> Priority – “Moderate” income applicants



# WHAT IS A COMPLETE APPLICATION?

- A complete application must include the following per 7 CFR 3560.154 (a):
  - Applicant's name and current address
  - Number of household members and their birthdates
  - Annual income information and adjustments to income
  - Asset information
  - Indication of need for an accessible unit
  - Certification the unit will serve as the primary residence
  - Signature and date
  - Race, ethnicity and gender designation
    - Must include disclosure notice as shown in 7 CFR 3560.154 (a) (9)
  - Social Security Number



# COMPLETE APPLICATION

- Within 10 days, notify the applicant *in writing* of their status:
  - Selected for immediate occupancy
  - Placed on the waiting list with priority established
  - Rejected
    - NOTE: eligibility must be determined immediately even if there are no vacancies



# INCOMPLETE APPLICATION

- No matter what, your first step is to always record the applicant's name on the waiting list
- Within 10 days of receipt of an incomplete application, notify the tenant of the items still needed to consider the application complete
  - Priority on the waiting list cannot be established until the additional items are received



# REJECTING AN APPLICATION

- Notify the applicant in writing giving specific reasons for the rejection or ineligibility determination
  - If based on information from a Credit Bureau report, the source of the report must be revealed to the applicant in accordance with the Fair Credit Reporting Act
- The notice must advise the applicant of their right to appeal the decision within 10 calendar days, and the right to a hearing in accordance with 7 CFR 3560.160 (Tenant and Grievance and Appeal Procedures)
- The written notice must be sent by Certified Mail, Return Receipt Requested, or hand-delivered with a signed and dated acknowledgement of receipt from the applicant



# REMOVING A NAME FROM THE WAITING LIST

- If an applicant requests that their name be removed from the waiting list, send a letter confirming the removal and document the withdrawal date on the waiting list
- If an applicant fails to respond to notification that a unit is available, send a letter advising that their application is being removed and inform them that they may reapply
- ALWAYS document the removal of any name from the waiting list with the date and time of removal



# KEEPING NAMES ON THE WAITING LIST

- If a unit is offered to an applicant who refuses the unit, the applicant can choose to remain on the waiting list but is moved to the bottom showing a new date and time
- If a unit is offered to an applicant who cannot accept the unit due to medical reasons or financial burden (i.e., applicant needs RA and RA not available), the applicant may remain on the waiting list in the same position without being moved to the bottom of the list



# PURGING THE WAITING LIST

- Procedures for purging the waiting list must be documented in the project's Management Plan
- Must be based on the length of the waiting list or the extent of time an applicant will be expected to wait for housing



# MAINTAINING THE WAITING LIST

- Waiting lists and tenant application forms must be retained for at least 3 years, or until the next Compliance Review is conducted by the Agency
- Your Management Company or owner may require that you retain for a longer period

# AGENCY REVIEW/MONITORING

- The following items are reviewed during a Supervisory Visit/Compliance Review by the Agency:
  - Are application processing requirements being met?
  - Are applicants properly informed where and how to obtain and submit an application
  - Is the applicant's place on the waiting list properly determined?
  - Are targeted populations being discouraged from submitting an application?
  - Are applications processed timely?
  - Are ineligible and rejected applicants notified of their appeal rights?





**QUESTIONS?**