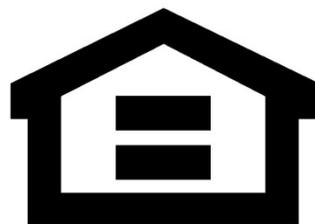




COMMUNITY ACTION AGENCY
of Oklahoma City and Oklahoma/Canadian Counties, Inc.

Tenant Selection Plan

March 2023



**EQUAL HOUSING
OPPORTUNITY**

CAAOKC Tenant Selection Plan

The **CAAOKC Tenant Selection Plan** was developed to be used in the selection of tenants and also to serve as a guide for the administration of the waiting lists for CAAOKC Rental Housing.

I. Preface:

The purpose and mission is to provide safe, sanitary, affordable housing for the low-income people of Oklahoma and Canadian counties. It is intended that this be done in an environment that will support the overall wellness of the residents. The facilities and services are available to eligible persons without regard to race, color, religion, sex, age, familial status, sexual orientation, national origin, or disability.

II. Reasonable Accommodation:

It is the intention of CAAOKC to make “reasonable accommodations” both in the application process and residency in accordance with the HUD Handbook, the Fair Housing Act, and other relevant civil rights laws and statutes. This also includes taking reasonable steps to ensure meaningful access to information and services we provide.

III. General Information:

In order to be eligible, persons must be income eligible, able to provide proof of citizenship/immigration, pass a credit and criminal background check, and be able to fulfill the lease requirements including the ability to pay rent in a timely fashion and any additional fees as incurred by the resident.

IV. Income Limits

The HUD office establishes and publishes income limits for each county or Metropolitan Statistical Area in the country. The income limits are based on the median income of the geographic area for which the rental property is established. Therefore, the income limit for one city or county is likely to be very different from the income limit for another city or county. Income limits are based on family size and annual income the family receives. The income for CAAOKC rental properties has been identified as the HUD Income Limits for the Oklahoma City, OK Metropolitan area which includes Oklahoma and Canadian Counties.

Initial tenants for CAAOKC rental properties must be below the 60% Annual Median Income for the area, and subsequent tenants must be below 80% Annual Median Income. Income will be verified upon application, and annually at lease renewal.

V. Application Process:

Anyone interested in applying for rental housing through CAAOKC may receive an application by any of the following methods: pick up in person at 319 SW 25th Street, Oklahoma City, OK or at a showing of a property, via US mail, email, or fax.

Applications may be returned in person, via US mail, email, or fax provided that the original signed application is also submitted.

Applications will be marked with the date and time they are received and applicants will be processed for a rental if one is available or they will be added to the waiting list in chronological order. Incomplete or unsigned applications will be returned to the applicant.

All information will be verified in accordance with HUD regulations and requirements as outlined in the HUD Handbook. Additionally applicants will be required to sign all appropriate and necessary forms authorizing CAAOKC to verify any and all factors that affect the applicant's eligibility or determine the rent the applicant will pay. All of this information may be released by HUD to other Federal, State, and local Agencies.

In the event the applicant is personally unable to complete the forms, the applicant must have someone who has power of attorney complete the forms or be present to provide the information to someone assisting in completing the forms. The person assisting the applicant must sign and date the application, indicating that it was completed at the direction of the named applicant, and must provide identification to management. Allowances will be made for those who live out of state or have mobility or other impairments.

VI. Eligibility Requirements:

- a. Applicant(s) must complete the application in full including signature and date.
- b. Applicant(s) must meet certain credit/criminal report standards. CAAOKC requires a credit/criminal report on all applicants, family members, and/or live-in aides who are 18 years old or older who may occupy the home. **Individuals with drug, sex, or violent crime convictions or currently unresolved legal cases of the nature above, may not be accepted on the property.**
- c. Applicants must demonstrate the ability to meet financial obligations in a satisfactory manner, including timely payment of rent.
- d. The household income must meet the low-income requirements as prescribed by current year HUD low income guidelines.
- e. Applicant must attend an interview where all information will be verified. The monthly rent for the property must not exceed forty percent (40%) of gross monthly income for the applicant to be eligible.
- f. One year of rental history must be verified by email or fax. Applicant will complete Item 1 & 4-7 and turn in with Rental App and other documents. Form will then be forwarded directly to landlord. The Landlord will complete Part II as applicable and return to CAAOKC by fax# (405)232-9074 or email lpmanager@caaofokc.org.
- g. Applicants must show the ability to fulfill all the lease requirements (with or without support services) where applicable.
- h. Applicants must demonstrate satisfactory housekeeping habits that will not jeopardize the health, security, or welfare of themselves or other residents.
- i. Applicants must disclose social security numbers (SSN) for all family members and provide proof of the numbers reported. If no SSN has been assigned to a particular family member, the applicant must at a minimum bring proof that an application to

Social Security has been completed. Acceptable forms of proof include: Original Social Security card, driver's license with SSN, ID card issued by a federal, state, or local agency, a medical insurance provider, or an employer or trade union, earnings statements or payroll stubs, bank statement, form 1099, benefit award letter, retirement benefit letter, life insurance policy, or court records.

- j. All adults, 18 years of age or older, in each applicant family must sign a Tenant Release and Consent form prior to rental and annually thereafter.
- k. If the applicant(s) is a student at an institution of higher education, he or she must meet one of the exceptions below in order to be eligible:
 - 1. Over the age of 23;
 - 2. Is a veteran of the US military;
 - 3. Is married (same sex marriage is recognized);
 - 4. Have dependent children;
 - 5. Have disabilities;
 - 6. Have parents who, either individually or jointly, are eligible on the basis of income.
- l. All information reported by the family is subject to verification.
- m. Any false, deceptive or absent information relative to the project will result in the rejection of the application.

VII. Animal Policy

Animals are allowed with pre-written approval of Landlord **subject to the following**;

- 1. Any dog of the variety as determined by the Centers for Disease Control and Prevention ("CDC") as having the most human dog-bite related fatalities or considered most likely to kill and seriously maim shall not be permitted. Please refer to Animal Addendum attached hereto.
- 2. There is a two animal per household limit.
- 3. No animal weighing more than 50 pounds will be allowed.
- 4. Tenants will abide by all local ordinances including, but not limited to leash and licensing requirements; vaccination requirements, animal related yard waste clean-up, etc.
- 5. Tenant agrees to sign CAAOKC Animal Agreement (sample attached hereto).

Note: Registered/certified Service Dogs are permitted and not counted toward animal household limit.

VIII. Waiting List Administration:

Upon receipt of the items listed below, the CAA Rental Application will be marked with date and time it was received and applicant(s) will be placed on the waiting list in the order received. All of the following must be received initially:

- CAAOKC Rental Application
- Student Status Affidavit for Home Units
- CAA Employment Verification form(s) - completed and signed by all employers and returned to CAA direct from the employer to CAA.
- Other Income documentation such as award letters for Social Security, disability, retirement, etc. or copy of divorce decree for documentation of alimony income, copy of child support order for documentation of child support income, and/ or bank statements child support payments.
- All other forms in the application packet and documentation on the checklist can be submitted to CAA at the in-person interview.

Income eligibility will be reviewed at this time and the applicant will be notified of their initial income eligibility. If a home is not currently available, applicants will be placed on a waiting list at the initial time of application. There are no preferences other than time and date of application and income eligibility. Applicants who are over the sixty percent (60%) AMI for initial rental or eighty percent (80%) AMI for subsequent rental will be considered ineligible and not placed on the waiting list.

The waiting list will note the name of applicant, date of the application, current address, phone number, current income, size of family, and other pertinent information.

If a rental property is currently available, an in-person interview will be scheduled where income and other information will be verified. If no rental property is currently available, this tenant will be placed on the waiting list based on the time and date of receipt of application as described above.

If the applicant is determined to be ineligible due to income, the applicant will be notified of their income ineligibility at the time of the interview. They will also be advised that, should their situation change, they should reapply. CAAOKC will advise them that income limits increase slightly every year, and if at that time they appear to be eligible, they should reapply to be placed on the waiting list.

Upon adding an applicant's name to the waiting list, it becomes the applicant's responsibility to keep CAAOKC up to date with any changes to their application including, change of address, email address, phone number(s), or household composition. Failure to do so could result in being removed from the waiting list.

Other reasons for removal include:

- a. Failure to respond to written notice for updates regarding the waiting list
- b. Mail sent to the applicant's address is returned as undeliverable
- c. The applicant rejects an offered home two times
- d. The applicant no longer meets the eligibility requirements for the program or property
- e. The applicant fails to respond to telephone messages in a reasonable amount of time (generally 48 hours). Exception will be made to those who have good cause such as family emergency, illness, or disability related reasons.
- f. The applicant voluntarily asks to be removed from the waiting list.

In the event it is determined that an applicant was erroneously removed from the waiting list, the applicant will be reinstated to their original place on the waiting list.

The waiting list may be closed when the average wait for a specific type of home becomes excessive (one year or more). Should CAAOKC decide to close a waiting list, notification along with the reason will be published in local media outlets. Upon reopening of the waiting list, the same procedures will be used to notify the public that the waiting list has been reopened and where they may apply.

IX. Screening Criteria:

Each applicant at the time a home is offered will be subject to a credit and criminal background check. Each applicant will also attend a rental interview to verify eligibility. Even though a home is offered to the applicant and the applicant accepts, final decision on eligibility cannot be made until all verifications are complete.

CAAOKC reserves the right to disapprove applicants if it is determined that any member of the household:

- a. Does not meet program eligibility criteria;
- b. Has drug, sex, or violent crime convictions or has currently unresolved legal cases of the nature above;
- c. Has less than satisfactory credit;
- d. Has any household member(s) including the Head of Household that has been evicted from federally assisted housing for drug-related activity, unless that person has successfully completed an approved, supervised drug rehabilitation program or the circumstances leading to the eviction no longer exist (household member has moved out);
- e. Has any household member currently engaged in illegal use of drugs or for which the owner has reasonable cause to believe that a members' 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;
- f. Has any household member who is subject to a state sex offender lifetime registration requirement. As a reminder, in order to implement this federal screening requirement, management must request the head of household to list all states in which they have lived. The applicant/tenant file must contain written proof that this screening has been completed;
- g. Has any household member, if there is reasonable cause to believe that member's behavior, from abuse or pattern of abuse of alcohol, may interfere with the health, safety, and right to peaceful enjoyment of the property by other residents;
- h. Has prior evictions from non-subsidized housing;
- i. Fails to show positive history in being able to meet the terms of the lease including the ability to pay rent in a timely fashion;
- j. Is unable to disclose and document Social Security numbers for all household members, or does not execute a certification stating that no SSN's have been assigned;
- k. Does not sign and submit verification/consent forms;
- l. Did not declare citizenship or non-citizenship status, or sign a statement electing not to contend non-citizen status;

- m. Received negative feedback during rental history screening; including grossly unsanitary or hazardous housekeeping, defined as creating any health or safety hazard through acts or neglect, and causing or permitting any damages to or misuse of premises and equipment;
- n. Has a record of disturbance of neighbors, destruction of property or other disruptive or dangerous behavior;
- o. Has misrepresented facts during the application procedure.

Any applicant that is rejected will be notified by written letter and have the option to appeal the decision in writing and request a meeting with the Executive Director and Economic Development/ Special Projects staff within 14 days of the date of the letter.

X. Procedures for filling vacancies:

When a property becomes vacant, CAAOKC will select the next qualified applicant on the waiting list. The applicant will have 48 hours to respond to the offer and accept or decline. If the applicant declines, it will be marked on their record and their name will go to the bottom of the waiting list. If it is a second rejection, their name will be removed from all lists and the applicant will need to reapply. Should the applicant accept the rental, an appointment will be scheduled to conduct an interview to verify the applicant's eligibility.

XI. Income and Information Verification Process:

Income will be verified by the CAAOKC **Economic Development/ Special Projects** staff during the interview process. The applicant(s) will provide the following to aid in such verification:

- a. Verification of Employment: this form is to be sent to CAAOKC by the employer (must come DIRECTLY from the employer via fax, mail, or email) **before** the rental counseling appointment.
- b. Each non-working household member 18 years or older will complete and sign a Zero Income Certification Form.
- c. Six (6) months (covering 180 days) most recent pay stubs for all working household members.
- d. Printed checking account statements for most recent twelve (12) months for ALL checking accounts. Statements must include client's name, address, and account numbers.
- e. Printed savings account statements for most recent six (6) months for ALL savings accounts. Statements must include client's name, address, and account numbers.
- f. Printed bank statement(s) showing last 12 months Interest and/or Dividend Income for checking accounts. Statements must include client's name, address, and account numbers.
- g. Printed savings/investment statement(s) showing last 6 months Interest and/or Dividend Income for checking accounts. Statements must include client's name, address, and account numbers.
- h.

- i. Printed bank/savings/investment /trust/other statement(s) for any of the following, if applicable: (covering most recent 6 months)
 - 1. Money cards, prepaid debit cards, Direct Express Cards (SSI);
 - 2. Cash value of revocable trusts available to applicants;
 - 3. Cash value of stocks, bonds, treasury bills, certificates of deposit and money market accounts;
 - 4. Individual retirement and Keogh accounts (even though withdrawal may cause a penalty);
 - 5. Retirement and pension funds;
 - 6. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy);
 - 7. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements, and other amounts not intended as periodic payments.
- j. If receiving Social Security income, a current Social Security Award Letter is required.
- k. Child Support Verification – a copy of court order and/or last 12 month statement showing amounts received.
- l. Verification of ANY other income or benefits received from ANY source.
- m. Divorce Decree (if applicable).
- n. Most current Federal & State Income Tax Returns, all W-2's and 1099's.
- o. Drivers License & Social Security Card for each/all household members.
- p. Permanent Resident Cards (if applicable).
- q. Landlord name, address, phone, and email (if any). Applicant will provide landlord contact information for previous 24 months.

During the interview, all income will be verified and calculated. If it is determined that the monthly rent will exceed forty (40%) of the applicant's gross monthly income, admission will be denied.

XII. Housing Assistance Recipients:

Nothing prohibits a HUD assistance recipient from applying to CAAOKC rental properties. If an applicant is currently receiving a rental subsidy from OHFA, the CAAOKC staff will complete the HUD Scheduling Request Form provided by the applicant and return to the applicant. The applicant will be responsible for submitting the form to OHFA.

The OHFA Rental Assistance program will notify CAA in writing of an inspection date/time. The property must pass the HQS/UPCS inspection before a lease an HAP Contract can be completed.

If the rent meets with HUD approvals and inspections, the applicant will complete the lease with adjusted rent amounts to reflect tenant portion of rent and move-in dates will be determined.

XIII. Residency Requirements:

At the time of residency, applicants must pay a security deposit. The deposit must be made prior to occupancy, unless other arrangements are made with management. The security deposit will be returned to the resident within thirty (30) days after move-out provided the following conditions are met:

- a. There is no unpaid rent or charges for which the resident is liable;
- b. The home and all equipment are left reasonably clean, and that all trash and debris have been removed by the resident;
- c. There is no breakage or damage beyond the expected from normal wear and tear;
- d. All keys issued to the tenant are turned in to the CAAOKC **Economic Development/Special Projects** office when the tenant vacates the home;
- e. A thirty-day written notice has been given unless tenant has had a job transfer to a different area or has had to move out due to medical reasons.

Upon signing the lease, the applicant is agreeing to abide by the rules of the lease. Resident leases are for one year. CAAOKC will inspect the property not less than quarterly, and the Oklahoma Housing Finance Agency will inspect the property at least annually.

Live-In Aide: The definition of a live-in aide is a person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities who is:

- 1) Determined to be essential to the care and well-being of the persons;
- 2) Is not obligated for the support of the persons;
- 3) Would not be living in the home except to provide the necessary support services.

It should be noted that this definition applies to a specific person. In accordance with this definition, a live-in aide is not a member of the assisted family unless they are an adult child and is needed for essential care of the family member. They are not entitled to occupancy as the remaining member of the tenant family.

Live-in aides are recommended but not required to be certified as a caregiver. Live-in aides will be subject to credit and criminal background checks at the resident's initial certification and annual recertification.

XIV. Recertification

Two months prior to lease expiration, tenants will be notified of their obligation to recertify with Economic Development/ Special Projects staff. All information required for initial verification will also be required for recertification. Any changes in rent amount will be effective with lease renewal.

If it is determined at recertification that the income of the household is over the required eighty percent (80%) AMI, the rent will be adjusted to 30% of the household's gross monthly income.

In order to recertify, the tenant must satisfy the following conditions:

- a. Good performance in meeting financial and lease obligations, especially rent;
- b. No record of disturbance of neighbors, destruction of property, or living or housekeeping habits, which adversely affect the health, safety, or welfare of other residents.
- c. Have no history of criminal activity involving crimes of physical violence to persons or property or other criminal acts that adversely affect the health, safety, or welfare of other residents.
- d. Pass an annual home inspection.

XV. Violence Against Women Act (VAWA)

The Violence Against Women Act was promoted for a noble cause to make the lives of victims of abuse easier and to prevent homelessness. Some key points provided in the act include:

- a. A potential tenant who certifies they were the victim of domestic violence may be allowed to be admitted even with poor credit and poor landlord evaluations if he/she can show these negative factors were caused by domestic violence.
- b. VAWA assured that victims of domestic violence, sexual assault, etc., can have access to the criminal justice systems without facing eviction.
- c. Where someone is abusive to other members of the household, only the abuser may be evicted.
- d. Tenants in assisted housing facing violence may be allowed early lease termination for a matter of safety.

In accordance with the Violence Against Women Act (VAWA), CAAOKC will not penalize victims of domestic violence, stalking, dating violence or rape if the incident under review is a direct result of such abuse. Victims must certify their status as victims and that the incident in question was a bona fide incident of domestic violence by presenting appropriate documentation to CAAOKC staff. Nothing prevents a victim who has committed a crime or violated a lease from being denied, evicted, or terminated.

XVI. Changes in the Tenant Selection Plan

It is the responsibility of CAAOKC to review its TSP on an annual basis to ensure it is in compliance with the plan and HUD regulations. In the event changes are made to the Tenant Selection Plan, applicants will be notified in an annual letter that is sent out to update the waiting list and applicants will be informed of their right to request a copy of the TSP.

Animal Addendum

This Animal Addendum is made part of the Lease Agreement on the _____ day of _____, 2023, between Community Action Agency of OKC and OK/CN Counties Inc. (herein after the "Landlord") and _____ (herein after the "Tenant").

Check and complete one of the following boxes:

Tenant does not have any animals of any kind.

Tenant desires to keep the following described animal(s):

Type: _____	Type: _____
Name: _____	Name: _____
Weight: _____	Weight: _____
Breed: _____	Breed: _____
Age: _____	Age: _____
Color: _____	Color: _____
Veterinarian Name: _____	Veterinarian Name: _____
Veterinarian Phone: _____	Veterinarian Phone: _____
Veterinarian Address: _____ _____	Veterinarian Address: _____ _____

Tenant desires to keep the above-described animals at the Premises under the Lease Agreement referred to above. Because this addendum specifically prohibits keeping animals without Landlord permission, Tenant agrees to the following terms and conditions in exchange for Landlord permission:

- 1) Tenant agrees to immediately pay for any damage, loss, or expense caused by animal(s). Tenant will pay an animal deposit of two hundred fifty dollars (\$250) per animal, which may be used for cleaning, repairs, or delinquent rent when Tenant vacates. Animal Deposit is non-refundable.
- 2) Only two (2) approved animals are allowed per home.
- 3) Certain breeds of dogs are prohibited, this includes dogs of purebred and mixed ancestry containing any of the following: Rottweiler, Doberman Pincer, Chow, Presa Canario, or any Pit Bull Terrier, including Staffordshire Terrier, American Bulldog, American Bully, Blue Nose Terrier or Red Nose Terrier. Other prohibited animals include reptiles, birds, amphibians, rodents, and arachnids. This list may be updated from time to time at Landlord's discretion.
- 4) Aggressive behavior will not be tolerated. If an animal bites or threatens to bite any person or other animal, that animal must be removed from the property within 24 hours upon receipt of notice from Landlord or animal control within city of residence.
- 5) Tenant agrees that they are solely responsible for the maintenance of the above-described animal and agree to always keep their animal under control.
- 6) Tenant agrees to keep their animal restrained, but not tethered, when it is outside their dwelling.
- 7) Tenant agrees to adhere to local ordinances, including leash and licensing requirements.
- 8) Tenant agrees not to leave their animal unattended for unreasonable periods.
- 9) Tenant agrees to clean up after their animal and to dispose of their animal's waste immediately. A \$50 fine may be charged for the first offense, \$100 for second. A third offense may result in requiring the animal be removed from the property.
- 10) Tenants agree to provide their animal with an identification tag that the animal will always wear.
- 11) Tenant agrees to keep their animal from being unnecessarily noisy or aggressive and causing any annoyance or discomfort to others and will remedy immediately any complaints made through Landlord.
- 12) Tenants agree not to breed or allow the animal to reproduce, but if this should occur accidentally, Landlord must be notified, and the animal's offspring MUST be placed within eight weeks of birth.
- 13) Tenants agree to pay for pest infestation services resulting from animals allowed in the property by tenant after termination of occupancy.
- 14) Tenants agree that this Agreement applies only to the specific animals described above and that no other animal may be substituted. Tenants agree to furnish CAAOKC with a picture of the animal prior to occupancy.
- 15) Tenant will furnish documentation of vaccination records annually or upon request from CAAOKC staff.
- 16) Tenant agrees that the Owners reserve the right to revoke permission to keep the animal should the Tenants break this agreement. Tenants will be given 3 days to remove the animal from the premises.

Any animals on the property not registered under this animal addendum will be presumed to be strays and will be removed from premises according to law, at the option of the Landlord.

 Tenant

 Date

 Tenant

 Date

 Landlord Representative

 Date