akfield
APARTMENT HOMES

TENANT SELECTION PLAN
EFFECTIVE 08.12.2026

We are an equal opportunity community committed to compliance with all applicable federal regulations related to fair housing and Civic Rights legislation including the Fair Housing Act, the 1988 Fair Housing Amendments Act, Title VI of the Civil Rights Act of 1964, 1968, 1977, Violence Against Women Act (VAWA), and Affirmative Fair Housing Marketing requirements. We will consider reasonable accommodation if requested to complete the application process. Screening criteria will be applied in a manner consistent with all applicable laws, and Federal Fair Housing Acts, the Federal Fair Credit Reporting Act, program guidelines and Department's rules. No applicant will be denied on the basis of race, color, religion, sex, familial status, disability, or national origin. Applicants must meet all LIHTC regulations and owner/agent tenant selection requirements.

Application Process

- Applications can be requested in person, by phone, mail, email, or fax.
- Reasonable Accommodation, to complete the application process, can be requested in person, by phone, mail, email, or fax. The Community will review and respond to such application requests within three (3) business days.
- All household members must provide valid government-issued picture ID and social security or federal ID card.
- Applications must be completed in full and submitted either in person or via email.
- Application fees are $7 per person 18 years of age and older

Security Deposit

- Security Deposits must not be combined with rental amount.
- Deposits must be paid with certified funds and are separate from rent.

Occupancy Standards

- Determined by local ordinances, regulations, and square footage of usable sleeping areas.
- Reasonable accommodations for individuals with disabilities may adjust these limits.

Full Time Students

Unless the household meets one of the exceptions to the student rule, a household entirely comprised of full-time students is not eligible to participate in the affordable housing program. A full-time student is any individual who is currently enrolled in an educational institution on a full-time basis, expects to be enrolled during the balance of the current tax year (JANUARY to DECEMBER), or has been enrolled on a full-time basis for at least 5 months out of the current calendar year. The following are the exceptions to the student rule:

- At least one student is receiving assistance under TANF or AFDC
- At least one student was previously under foster care
- The student is participating in a program receiving assistance under the Workforce Investment Act (WIA)
- The student is a single parent with children, and this parent is not a dependent of another individual and the children are not dependent(s) of someone other than a parent
- The student is married and file a join tax return
- The household contains at least one occupant who is not a student, has not been a student, and will not be during the current and/or upcoming calendar year.

Income & Rent Limits

Applicants must have a verifiable gross monthly income of at least twice the monthly rent portion. Income includes wages, benefits, pensions, alimony, and other sources. For applicants receiving HCV or similar rental assistance:

- No minimum income requirement will be imposed.
- No minimum credit score requirement will be imposed.

Credit

Applicants will first be screened based solely on non-criminal criteria (such as rental history, credit history, and ability to pay rent). The completion and outcome of this initial screening will be documented prior to conducting any criminal background check. This community uses an independent credit reporting agency, RentGrow, to obtain and evaluate your consumer credit report. Your consumer credit report contains information about you and your credit experiences, including but not limited to such items as your bill-pay history, rental payment history, the number and type of accounts that you have had late payments, collection actions, outstanding debt, and the age of your accounts. RentGrow may also obtain, review and evaluate other relevant criteria about you, including but not limited to information regarding any judgment in an unlawful detainer action that was previously entered against you. Based on its evaluation of your consumer credit report and any other relevant criteria, RentGrow sends a recommendation regarding your application. Based upon the RentGrow recommendation, your application will either be "accept", "accept with conditions" which may require that an additional security deposit be paid; or "decline".

If RentGrow makes a recommendation of "decline" or "accept with conditions", you will be given the name, address, and telephone number of RentGrow and of the consumer reporting agencies that provided your consumer credit information to RentGrow, as well as other information required by law. Credit scoring parameters include but are not limited to:

Rental History
- One outstanding balance in the last 12 months
- Write-offs of $500 or more in the last 12 months
- Collections of $500 or more in the last 36 months

Civil Court Records
- One or more monetary judgments of $1000 or more in the last 36 months
- One or more Possession Judgements in the last 24 months

Applicant may be re-evaluated if Judgements, Collections or Charge-Offs are paid.

Criminal Background

Criminal history information will not be considered before a Conditional Offer to Lease has been issued. After the Conditional Offer to Lease, Owner/Agent may conduct a criminal background check on each adult household member age 18 or older, provided the household has first satisfied the general non-criminal screening requirements for tenancy and the completion and outcome of that initial screening has been documented.

Applicants will be provided the timeframe required by applicable federal, state, and local law to dispute the accuracy, completeness, or relevance of criminal background information before a final denial determination is made. Owner/Agent will send a written notice of ineligibility to the applicant stating the specific reason for denial and advise the applicant of their appeal rights and – if disabled – their right to request a reasonable accommodation, if applicable.

If an applicant is denied following criminal background screening and individualized assessment, any holding deposit collected will be refunded in accordance with applicable law.

Owner/Agent will not consider juvenile records, expunged, vacated, pardoned, or sealed records, arrests that did not result in a conviction, or convictions for crimes that are no longer illegal in the State of Maryland.

Where Owner/Agent "may deny" admission to a household based on a criminal conviction, Owner/Agent will notify the household that an individualized assessment is being conducted and will conduct the

individualized assessment of the criminal record and its impact on the household's suitability for admission before making a determination.

After a Conditional Offer to Lease has been issued, if criminal history information is obtained that may affect eligibility, Owner/Agent will provide written notice to the household that an individualized assessment is being conducted. The notice will identify the criminal history information being reviewed and give the household an opportunity to dispute the accuracy, completeness, or relevance of the information and to submit evidence of rehabilitation, mitigating circumstances, disability-related considerations, or other information relevant to the household's suitability for admission before a final decision is made.

The individualized assessment will be completed and documented in writing before any final adverse decision and will consider the circumstances of the record and whether the information demonstrates a direct and specific negative impact on the safety of residents, staff, property, or the applicant's suitability for tenancy. Factors considered may include, but are not limited to: (1) the nature, seriousness, and recency of the offense; (2) the relationship of the offense to the duties and obligations of tenancy; (3) the age of the household member at the time of the offense; (4) the extent of participation or culpability of individual household members, including whether the involved household member was a minor, a person with disabilities, or a victim/survivor of domestic violence, dating violence, sexual assault, or stalking; (5) the effect that denial of admission may have on other household members who were not involved in the conduct; (6) the length of time since the offense, with particular weight given to significant periods of good behavior and the likelihood of favorable conduct in the future; (7) the number and nature of any other convictions; (8) whether the offense occurred on or was connected to a rental property rented or leased by the applicant; (9) evidence of rehabilitation or good conduct, including employment, education, job training, treatment, counseling, community involvement, or recommendations from a parole or probation officer, employer, teacher, social worker, housing provider, or community leader; (10) participation in or willingness to participate in social service, counseling, or other appropriate support programs; (11) tenancy supports or other risk-mitigation services available to the household; (12) any mitigating circumstances, including VAWA-related circumstances, disability-related circumstances, or other relevant context; and (13) whether a reasonable accommodation is required for an applicant with a disability.

If the applicant's criminal conviction was related to his or her disability, Owner/Agent will consider a reasonable accommodation.

Violence Against Women Act

VAWA 2013 is designed to protect both child and adult victims of domestic violence, dating violence, sexual assault, and stalking. VAWA 2013 expands protections relating to the prohibition of terminating assistance because of criminal activity directly relating to domestic violence, dating violence, sexual assault, and stalking by replacing the term "immediate family member" with "affiliated individual." If the applicant, resident or affiliated individual is the victim of the above-described criminal activity, the activity cannot be cause for terminating assistance, tenancy, or occupancy rights.

Owner/Agent will consider applicants covered by the "Violence Against Women Reauthorization Act of 2013".

Section 8 Housing Choice Voucher

Owner/Agent will not exclude an individual or family from admission solely because the household participates in the housing choice voucher program under Section 8 or other federal, state or local government rental assistance program. Such applicants are subject to the same eligibility and screening requirements as other applicants and therefore may be rejected for any valid reasons described within the Resident Selection Criteria.

Reasonable Accommodations/Modifications

The owner/agent is committed to complying with the Fair Housing Act and Section 504 of the Rehabilitation Act by ensuring that its policies and practices do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities in connection with the operation of housing servicers or programs solely on the basis of such disabilities.

The Owner/Agent will ensure that the Tenant Selection Plan and application process are accessible to individuals with disabilities and to individuals with Limited English Proficiency (LEP). Applicants may request language assistance, translated materials, or interpretive services to understand and complete the application and screening process.

If an individual with a disability requests a reasonable accommodation, the owner/agent will fulfill these requests, unless doing so would result in a fundamental alteration in the nature of the program or create undue financial and administrative burden. In such a case, if possible, the owner/agent will offer an alternative solution that would not result in a fundamental alteration of the program or a financial or administrative burden.

- The owner/agent informs all residents that, at any time, the resident or a person acting on behalf of the resident may make a request for reasonable accommodation for an individual with a disability.
- An applicant/resident may submit a request in writing, orally, or use another equally effective means of communication to request reasonable accommodation.
- Applicants may be required to provide verification, from a health care provider, of the existence of the disability and the need for the accommodation.
- Applicants and residents may contact the management office for information about requests.
- The owner/agent will reply to requests as quickly as possible, but no more than ten (10) business days from the receipt of the request unless owner/agent explains the delay.

Wait List (If Applicable)

The property may maintain a waitlist for applicants and current residents. Current Residents who demonstrate a need for a change in housing including eligibility for a LIHTC unit or a lower rent-restricted LIHTC unit may also be placed on the waitlist.

To be placed on the wait list:

- The household must complete a pre-application and submit the holding deposit.
- The applicant is required to contact management in writing every six (6) months from the date the Pre-Application was submitted to indicate continued interest. If the applicant fails to do so, the applicant will be removed from the waitlist.

In order to ensure that applicants on the waiting list are processed in a reasonable amount of time, the owner/agent may stop accepting applications and close waiting lists in whole or in part. Decisions about closing and opening the waiting list will be based on the number of applications available for a particular size and type of apartment and the ability of the owner/agent to house an applicant in an appropriate apartment within a reasonable period of time.

The owner/agent will use a twelve (12) month waiting period to determine whether the waiting list may be closed. If the owner/agent has sufficient Pre-Applications, the waiting list may be closed completely. Notices announcing that the waiting list is closed or open will be publicly announced in the following manner:

- Publications described in the Affirmative Fair Housing Marketing Plan
- Flyers distributed in applicable neighborhoods

Interested parties who insist on submitting Pre-Applications when the waiting list is closed will not be considered. The application <u>**will not be reviewed**</u> and will be returned.

During the period when the waiting list is closed, the owner/agent **will not** maintain a list of individuals who wish to be notified when the waiting list is reopened.

When a unit becomes available, the owner/agent will first contact current residents who have a demonstrated need for a change in housing before offering units to an applicant on the Waiting List. This will be done chronologically by LIHTC eligibility. In order to be eligible for selection, residents/applicants must meet LIHTC income eligibility based on per person income limits applicable to the available LIHTC unit.

Those who have indicated the need for and requested the features of wheelchair adapted or other handicap unit have priority for those units. Any applicant who requests modifications or accommodations to non-adapted units will have consideration on those requests when selected, but with no priority for selection.

No decisions to offer the unit shall be made until all information presented by the resident/applicant has been verified and the final eligibility determination is complete.

Declined Applications

If an application is denied, the Owner/Agent will notify the applicant in writing by mail or email. The denial notice will include:

- All specific reasons for denial;
- The specific screening standards that were not met;
- Copies of all records relied upon in making the decision, including screening reports;
- The name and contact information of any third-party screening provider used; and
- Instructions for submitting an appeal or disputing the accuracy or relevance of the information.

Applicants will be provided a minimum of fourteen (14) days to submit an appeal or additional information for review.

All denial notices, individualized assessment documentation, and related screening records will be retained for a minimum of five (5) years and will be made available to DHCD upon request within the required timeframe.

Non-Renewal And/Or Termination Notices

Owner/Agent may not terminate the tenancy or refuse to renew the Lease or rental agreement except for good cause, including a serious or repeated violation of the material terms and conditions of the Lease, or a violation of applicable Federal, State or local law. The notice will be served at least thirty days before the termination of residency and will comply with all requirements of State law and other applicable programs.

Unit Transfers

Resident may request in writing to the leasing office if they wish to transfer to another unit. Only residents in good standing will be allowed to transfer on-site. The resident must have fulfilled at least six months of their lease to qualify and pay through a written 30-day notice. In addition, there should be a change in bedroom count to be eligible for a midterm transfer unless it's deemed a reasonable accommodation. The security deposit will not be transferred to the new apartment. The security deposit will be used to recover any damages to the original apartments. Any refund due will be processed as a standard deposit disposition. A new security deposit will be required for the new apartment and should be paid prior to move-in. To retain its low-income status, at the time of transfer, a household must be certified and have a current annual income less than the income limit established for the unit. All transfers must be approved by the Compliance Department to determine eligibility.

Signed: ____
(APPLICANT)

Signed: ____
(APPLICANT)

Signed: ____
(MANAGEMENT)

Date: ___________________________