

NODAK HOMES

EIV SYSTEM INCOME VERIFICATION

SECURITY: Unlawful disclosure or use of the EIV data can result in civil and criminal penalties.

1. Disclosure

1.1. The *EIV & You* brochure will be provided to tenants at move-in and at each annual recertification.

1.2. *Form HUD-9887/9887-A; Applicant's/Tenant's Consent to the Release of Information Packet* will be signed and dated by each household member 18 years of age or older prior to accessing income reports in EIV. The forms will be retained in the tenant file for the term of tenancy plus three years. The forms are valid for 15 months.

1.3. The tenant may receive a copy of their *EIV Income Report* upon written request. The request must be signed & dated by all adult household members *and* the owner/agent. It will be retained in the tenant file.

1.4. The EIV data of one adult household member will not be shared, provided or displayed with another adult household member or any unauthorized third party without a signed "*Tenant Consent to Disclose EIV Income Information*".

2. Limited Access

2.1. Data obtained via the EIV System is used only by authorized personnel in connection with the administration of subsidy for NODAK HOMES, to aid in the verification of annual income and benefit information as detailed in this document.

2.1.1. The Program Coordinator Technician will be recertified annually for continued access to EIV.

2.1.2. The Program Coordinator Technician will re-certify their EIV Users through the User Certification feature in the EIV system bi-annually (twice per year).

2.1.3. The Program Coordinator Technician will monitor user activity on the EIV System.

2.1.4. Users will not share usernames or passwords with anyone.

2.1.5. The computer will not be left unattended by personnel when signed in to the EIV System.

2.1.6. EIV data will not be displayed on the computer screen so unauthorized persons can view it.

2.1.7. Reports will be printed only to the user's personal printer.

2.1.8. Restricted areas will be clearly identified and a list of authorized personnel will be maintained.

2.1.9. EIV access will be revoked prior to termination of the employee and the EIV file will be documented to indicate the date user access was terminated.

2.1.10. EIV users will have security training annually.

2.1.11. Improper disclosure of information is grounds for immediate dismissal.

2.1.12. Once the EIV information matches, the SS number will be removed from the file.

2.2. A binder of the following signed EIV documents (*initial and current*) will be maintained and will be made available to NDHFA for review annually during the MOR process.

2.2.1. EIV Owner Approval Letters (Originals only)

2.2.2. List of EIV Program Coordinator Technician (s) and EIV User(s) who currently have access to the EIV system

2.2.3. EIV Program Coordinator Technician Access Authorization Form(s) (CAAFs) ~ Includes "Rules of Behavior"

2.2.4. EIV User Access Authorization Form(s) (UAAFs) ~ Includes "Rules of Behavior"

2.2.5. Rules of Behavior for Use of Enterprise Income Verification (EIV) Information for Individuals without Access to the EIV System (all originals)

2.3. Contract Administrator's and HUD staff for monitoring and oversight of the tenant recertification process.

2.4. Owner/agents, Service Bureau staff, Contract Administrator staff and Independent Public Auditors hired by the owner to perform the financial audit of the project (***without access to the EIV system***) must agree to the "*Rules of Behavior for Use of EIV Information for Individuals without Access to the EIV System*". The original executed document will be retained in the EIV file and made available for viewing during the MOR process.

2.5. All EIV users will adhere to the EIV Rules of Behavior.

3. Record Retention ~ Retention Chart on page 7 of the policy/Procedures.

3.1. A printed copy of the tenant's "*EIV Income Report*" will be included in the tenant's file, along with form HUD-50059, 90 days after move-in *and* with each annual *and* interim recertification beginning February 1, 2010.

3.2. A printed copy of "*EIV Income Discrepancy Reports*", along with supporting documents and detailed information regarding the resolution of the reported discrepancy will be maintained in the tenant file for the term of tenancy plus three years.

3.3. The tenant files are secured to ensure confidentiality.

3.3.1. Any applicant or tenant affected by negligent disclosure or improper use of information may bring civil action for damages against the employee.

3.4. Tenant files and records will be disposed of in a manner that will prevent any unauthorized access to personal information.

1. **4.** The “*Existing Tenant Search*” will be retained with the application and the “*Verified Summary Report*” will be filed with or replace Social Security number verifications within 90 days of move-in.

1. **5.** Separate master files will be retained for the *New Hires Report, Identity Verification Reports, Multiple Subsidy Report & Deceased Tenants Report*; along with supporting documents regarding resolution, for a period of three years.

6. At the end of the retention period, all documents will be shredded to prevent unauthorized access.

7. DATA REPORTING ~ EIV information from HUD is obtained from data transmitted on form HUD-50059, requiring *accurate and timely* reporting of form HUD-50059 data.

7.1. The agent is responsible to make sure the information in TRACS agrees with the information on the form HUD-50059 in the tenant’s file and will correct any discrepant information in the TRACS database.

7.2. The completeness and accuracy of all data on form HUD-50059 will be reviewed and errors corrected **prior to** transmitting to TRACS.

7.3. Form HUD-50059 for move-ins, move-outs, terminations, initial certifications, unit transfers, interim recertifications and annual recertifications will be transmitted timely (***to be included on the next voucher request***).

8. EIV REPORTS ~ Discrepancies Require Follow-up, Verification, Documentation and Correction

8.1. EIV Reports Chart of Frequency of on page 6 of the Policy/Procedures.

8.2. A chart of required *EIV Reports* which includes the frequency for each report is attached below. **The schedule will be strictly enforced to ensure that applicants and tenants are treated in a nondiscriminatory manner.** The reports will be monitored, reviewed and resolved at the frequency listed in the chart. Retain a copy of each report along with supporting documents and detailed information on the resolution of the reported discrepancy.

9. Income Discrepancy Report

9.1. Notify and discuss the discrepancy with the tenant.

9.2. Obtain written independent verification of disputed EIV data, if the income in questions is greater than \$2,300:

9.2.1. 3rd party verification to obtain specific information needed (effective dates, earnings for a specific period, etc.).

9.2.2. Copies of W4's (for all applicable employers) from the tenant.

9.2.3. Copy of applicable tax forms from the tenant.

9.3. If the tenant does not dispute the data contained in the EIV Income Report, obtain a statement *signed and dated by all adult household members* indicating such to be retained in the tenant file.

9.4. Provide the tenant the right to contest the findings.

9.5. If the tenant cannot repay the full amount, collect what the tenant can pay and execute a repayment agreement to collect the balance over a specific period of time (*reasonable, but not less than 10% of the tenant's gross monthly income and not to exceed 12 months*). Inform the tenant that failure to comply with the terms of the agreement will result in the tenant's termination of tenancy.

9.5.1. Initiate termination of tenancy if the tenant fails to repay pursuant to the executed repayment agreement (*scheduled repayment amount plus current monthly rent*).

9.5.2. If necessary, civil action may be filed to recover the funds.

10. Repayment Agreement

10.1. The repayment agreement will:

10.1.1. Explain the reason for the repayment and provide reference to the appropriate area of the lease.

10.1.2. Provide specifics regarding dates and dollar amounts involved, along with the total amount owed.

10.1.3. Include a section for an "Initial Payment" & provide a schedule of individual amounts due on specified dates.

10.1.4. Inform the tenant that the amounts due under the repayment agreement are in addition to the tenant's monthly rent payment.

10.1.5. Inform the tenant failure to comply with the terms of the agreement will result in termination of tenancy.

10.1.6. Contain the phrase "The terms of the agreement will be re-negotiated if there is a decrease or increase in the family's income of \$200 or more per month."

10.1.7. Contain the signature and date from all adult household members and the owner/agent.

10.2. **NOTE:** *The tenant is not required to reimburse the owner for undercharges caused by the owner's failure to follow HUD's procedures for computing rent or assistance payments. Refer to: HUD Handbook 4350.3 REV-1, Chapter 8, Section 4: Discrepancies, Errors, and Fraud*

11. Owner's Obligation to Repay HUD

11.1. Funds owed to HUD on a repayment plan by a *tenant* due to unreported income:

11.1.1. Process correction(s) and/or interim recertification(s) to include unreported income.

11.1.2. The tenant will not receive 30 day notice if they failed to report timely, therefore the effective date will be the 1st day of the month following the date of hire.

11.1.3. Process a positive (+) lump sum OARQ adjustment on the voucher request for the amount of the repayment to offset the 59 (s). **Comment Field:** *Reversal of adjustments subject to repayment -unit # and tenant name.*

11.1.4. Remit the tenant payments monthly **when and as they repay** in accordance with their repayment agreement, by processing a negative (-) OARQ adjustment for the amount of the repayment. **Comment Field:** *Repayment – unit # and tenant name.*

11.1.5. Attach a copy of the repayment agreement with the voucher request when submitting the first tenant payment.

11.1.6. Monitor and remit tenant payments. If the tenant fails to remit the monthly repayment plus the current month's rent, begin the eviction process.

11.1.7. NDHFA will monitor the repayments and contact us for an explanation if the repayment is not received.

11.1.8. Repayment plans and all associated documents (including initial payment, payment amounts and dates collected) will be retained in the tenant file.

11.2. HUD reimbursement for overpayment of assistance due to *owner/agent* error or failure to follow procedures.

11.2.1. Repayments of this nature are generated by correction(s) to the original transactions and/or interim recertifications.

11.2.2. Contact the Contract Administrator at NDHFA if you have any questions or if repayment in full would jeopardize the financial condition of the property.

- **12. Failed EIV Pre-Screening Report and Failed Verification Report**

12.1. The reports provide a brief description of the problem.

12.1.1. Obtain 3rd party verification or documents to determine accurate information.

12.1.2. If the data transmitted on form HUD-50059 is incorrect, process a correction with the verified data.

12.1.3. Encourage the *tenant* to contact SSA to correct any incorrect data in their database if the information in TRACS is accurate.

12.1.4. Retain a copy of the report along with supporting documents and detailed information on the resolution of the reported discrepancy in the tenant file under "EIV Reports"

frequency	report	details
When Processing an Application	Existing Tenant Search	Verify if the applicants (<u>all</u> household members) are currently residing in subsidized housing. Must be filed with the application in the tenant file. Must be resolved prior to occupancy.
Monthly	Income Discrepancy Report	To investigate and resolve possible discrepancies and errors. Tenants will appear on this report <u>only</u> if the discrepancy is \$200/mo or more. Discrepant data must be resolved within 30 days of the date of the report.
	New Hires Report	Verify employment information on tenants who have started new jobs. Should be resolved within 30 days of the date of the report.
	Failed EIV Pre-Screening Report	Clear up any invalid, discrepant or missing information such as ssn, last name or dob in the tracs database. (new tenants) Correct TRACS data within 30 days of the date of the report.
	Failed Verification Report	Clear up any invalid, discrepant or missing information such as ssn, last name or dob in the tracs database. (current tenants) Correct TRACS data within 30 days of the date of the report.
Quarterly	Multiple Subsidy Report	Identify individuals who may be receiving multiple rental subsidies. Should be resolved within 30 days of the date of the report.
		Identify tenants who are reported by ssa as being deceased. Discrepant data must be updated within 30 days of the

	Deceased Tenant Report	report. Correct TRACS data within 30 days of the date of the report.
Annual Recertification and Interim Recertifications	No Income Report	No income was reported as a result of the match against ssa or new hire records. Make sure the right questions are asked to give the tenant(s) the opportunity to disclose any income they receive (zero income certification). <u>Re-verify the status of tenants reporting zero income quarterly.</u>
Within 90 Days of a New Move-in Annual Recertification Interim Recertifications and As Needed to Verify Income Discrepancies New Hires	Income Report	Print and retain a copy of the income report(s) in the tenant's file. Provides information on new employment, quarterly wages, unemployment insurance benefits, social security benefits and Medicare premiums. * if the tenant agrees with the amounts listed for social security benefits and Medicare premiums the income report serves as third party verification. No further verification is required. ** The income report serves only as verification of the tenant's employment & is <u>NOT</u> to be used to calculate annual income from employment or unemployment during recertification. *** The income report does <u>NOT</u> serve as third party verification of disability status.

Failed Verification Information		
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Upon expiration of the retention period, all documents will be shredded to prevent unauthorized access to personal information.

report	Retained Where	Additional Information	Retention Period
Existing Tenant Search	tenant file	File with the application	Term of Tenancy Plus 3 Years
Income Discrepancy Report	tenant file	Separate Section for Income Discrepancy Reports to include ALL documentation supporting Income Discrepancy resolutions. verifications, calculations, form HUD-50059's, repayment agreements and a ledger recording dates & amounts due along with payment amounts and dates collected.	Term of Tenancy Plus 3 Years
New Hires Report	New Hires Report Master File	By Date	3 Years
Failed EIV Pre-Screening Report	Identity Verification	One Master File for Both	

Failed Verification Report	Report Master File	Failed EIV Pre-Screening Report & Failed Verification Report	3 Years
Multiple Subsidy Report	Multiple Subsidy Report Master File	Alphabetical	3 Years
Deceased Tenant Report	Deceased Tenant Report Master File	Alphabetical	3 Years
Income Report	tenant file	File directly behind form HUD-50059 for EACH Recertification Including 90 Days after M/I	Term of Tenancy Plus 3 Years
Summary Report "Verified"	tenant file	File with/or replace Social Security # Verifications <u>within</u> 90 days after M/I All Household Members	Term of Tenancy Plus 3 Years

1.

1. HUD Requirements:

1. Occupancy standards: There are seven single rooms and one double room in each home. The team of the individual with developmental disabilities may make recommendations on single or double rooms based on need. In absence of recommendations, seniority in the facility is used to determine occupancy of single rooms. There are 6 single rooms and 1 double room.
2. Unit transfer policies: The housing units are for single individuals with developmental disabilities. Transfers are made when recommended by the team or administration to assure better compatibility of the individuals. When a single room becomes available, individuals in double rooms are offered the single room, unless the specialized needs of the new referral require that they have a single room. PCT needs to be notified so proper paperwork can be done.
3. Compliance with Section 504 of the Rehabilitation Act of 1973 and the Fair Housing Act Amendments of 1988
 1. Section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of disability in any program or activity receiving federal financial assistance from HUD. The 504 coordinator is the Human Resource Coordinator at Pride Inc. 701-258-7838 x 114.
 2. 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. Pride will not discriminate at the time of admission, during their stay, or for the purpose of discharge.
 3. Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis or race, color or national origin in any program or activity receiving federal financial assistance from HUD.
4. Waiting List - Opening and Closing, taking applications and preferences: The ongoing waiting list is developed and maintained through the Regional Referral process. Regional referral is conducted by the DD Program Management system of West Central Human Service Center, Department of Human Services. Professionals from the provider community review all referrals and make a determination as to the appropriate level of care. Individuals requesting services are then placed on the waiting list, based on their choice.
5. Tenant Selection Plan

1. Project specific requirements. The four HUD homes are designated for individuals with developmental disabilities, as determined through eligibility for DD Program Management.
 2. All individuals are citizens of the United States and are legal residents of North Dakota. These criteria are determined by the state of North Dakota through the eligibility process used by the referral source, DD Program Management. Determination is completed prior to referral.
 3. Social security number requirements: Social security numbers are obtained by the state of North Dakota as a part of the eligibility determination of DD Program Management and are available prior to referral.
6. Income limits: The project is designated as low-income. Pride will assure that HUD guidelines are followed in HUD financed property and 40% of new move-ins be at or above 30% of the median income, or extremely-low income. If an individual on the waiting list does not meet the 30% of the median income, and this jeopardizes the 40% of individuals at or below the median income, the next individual on the waiting list who qualified at the income guidelines will be accepted.
7. Background checks and screening: Prior to a tenant moving in to a HUD property managed by Pride, Inc. a criminal background check will be complete. The following will be denied admission to Federally-assisted housing if:
1. The individual member has been evicted from Federally-assisted housing for drug- related criminal activity, for three years from the date of eviction. If the evicted individual engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program or circumstances leading to the eviction no longer exists, the individual may be, but is not required to be admitted.
 2. The individual is currently engaging in illegal drug use.
 3. The owner/manager determines that there is reasonable cause to believe that an individual's illegal use or a pattern of illegal use of a drug may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. (Examples of evidence of illegal activities may include a conviction record, former landlord references, etc.)
 4. The individual is subject to a lifetime registration requirement under a state sex offender registration program. This will be determined when performing the necessary criminal history

background checks in states where the individual is known to have resided.

5. The owner/manager determines there is reasonable cause to believe that the individual's abuse or pattern of abuse of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
8. The admission process is initiated by a referral from a number of agencies including DD Program Manager, SMI Case Management, Aging Services, Children and Family Services, Alcohol and Drug Adult Services, and Vocational Rehabilitation, as well as by private individuals. For individuals referred through DD Program Management, information is presented at the Regional Referral Committee. The committee reviews all prospective referrals and refers interested individuals to various agencies. Individuals and their families will determine which agency will best meet their needs and goals.
9. HUD Properties-House Rules (newly added) Pride is committed to serving individuals based on their goals, desires, and supports needed. The House Rules are to protect the peace and quiet, as well as enjoyment of each tenant living in a HUD group home managed by Pride, Inc.
10. Reporting Requirements: The following changes must be reported to the Program Coordinator Technician or the designated Residential Services Administrator preferably in writing, as a condition of continued assistance:
 1. If any adult household member becomes a student at an institution of higher education.
 2. Any household member moves out of the unit.
 3. Any addition to the household, including a proposed roommate or the birth of a child.
 4. Any unemployed adult household member obtains employment.
 5. The household's income cumulatively increases by \$200.00 or more per month.
11. Criminal Activity: Arrest or conviction of a member of the household for any criminal activity which would be cause for denial of an applicant, as listed in the Tenant Selection Plan, will result in termination of tenancy.
12. Rent:

1. Pride Business Office will process and mail rent invoices the first of the month.
2. Rent is due in full during the month the bill is received.
3. Rent not paid as due will result in eviction notices.

13. Occupancy:

1. Only those listed on the lease may occupy the unit.
2. The tenant agrees not to sublet the unit and will use the premises only as a private dwelling.
3. Business may not be conducted out of the unit.

14. Guests

1. Visitors are welcome as long as they are not infringing on other tenant's rights.
2. Prior approval from management is requested if guest will be overnight.
3. Tenants shall be responsible and liable for the conduct of their guests.

15. Tenants/Housemates are required to be respectful of other tenants.

1. Television, radio, stereos, etc. must be kept at a volume that will not disturb the rights or comfort of other tenants/housemates.
2. Personal guests need to be respectful of other tenants/housemates.
3. Loud parties or acts which endanger others are prohibited.

Rents are updated as new limits are set by HUD and the Home Program

Nodak Homes

TTY (800) 366-6888

HOUSE RULES

We would like to welcome you to your new home. The purpose of the House Rules is to protect the peace and quiet enjoyment of each resident. Accordingly, management requires the following rules be observed.

Reporting Requirements: The following changes must be reported to management immediately, preferably in writing, as a condition of continued assistance:

- v Any adult household member becomes a student at an institution of higher education.
- v Any household member moves out of the unit.
- v Any addition to the household, including a proposed roommate or the birth of a child.
- v Any unemployed adult household member obtains employment.
- v The household's income cumulatively increases by \$200 or more per month.

Criminal Activity: Arrest or conviction of a member of the household for any criminal activity which would be cause for denial of an applicant, as listed in the Tenant Selection Plan, will result in termination of tenancy.

VAWA (Violence Against Women's Act) Protection:

- o The Landlord may not consider incidents of domestic violence, dating violence or stalking for termination of assistance, tenancy or occupancy of the victim of abuse.
- o The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household, guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy if the tenant (or an immediate member of the tenant's family) is the victim or threatened victim of that abuse.
- o The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Rent: Rent is due in advance, on the First day of the month. If rent is not paid in full by the end of the 5th day, management may collect a fee of \$5 on the 6th day of the month and \$1 for each additional day the rent remains unpaid during the month it is due.

Occupancy: Only those listed on the Lease and on *form HUD-50059* may occupy the apartment. The tenant agrees not to sublet the unit and will use the premises only as a private dwelling.

Guests: Visitors are welcome to stay for short intervals. Tenants must obtain prior written approval from management if your guest plans to stay longer than 5 consecutive days or a total of 14 days during a 12 month period. Residents are responsible and liable for the conduct of their guests.

Neighbors: Please be respectful of other resident's rights. Television, radio, stereo, etc. must be kept to a volume that will not disturb the rights or comfort of your neighbors. Loud parties or acts which endanger others are prohibited.

Pets: Pets are not allowed at the property. Service/Companion animals are exempt; however management must be notified in advance. Please ask guests to refrain from bringing pets into your apartment or onto the premises.

Smoking: North Dakota Law prohibits smoking in public places. By law “public places” includes hallways, entry areas, offices and any other common areas in the apartment building. In addition, smoking is prohibited within 20’ of any window or door.

Smoke Detectors: The smoke detector(s) in your apartment are inspected to ensure proper operation when you move in and annually thereafter. Replacement of batteries in the smoke detector(s) during occupancy is the resident’s responsibility. If you need assistance installing the battery, please contact the office. It is unlawful to disconnect a smoke alarm. Please notify the office immediately if it is not working properly.

Maintenance: Please contact the manager if you have maintenance issues. Emergency calls will be handled immediately.

Inspections: The tenant is responsible to keep their apartment clean; use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended. Periodic Inspections will be conducted annually; however management reserves the right to conduct inspections more frequently if deemed necessary. The tenant agrees to permit management to enter the unit for the purpose of making reasonable repairs and periodic inspections. Management agrees to enter the unit only during reasonable hours and to provide reasonable advance notice of intent to enter except during emergency situations.

Insurance: Management recommends carrying renter's insurance to cover your personal belongings. Personal property is not covered under the landlord's policy.

Keys/Locks: Management will charge the tenant \$__15__ for each lost key or key not returned upon vacating the apartment. Excessive calls to open doors will necessitate a charge of \$_25__ per occurrence. The tenant agrees not to install additional or different locks on any doors or windows without prior written permission from management.

Laundry: Coin operated laundry is provided for tenants only. Please remove clothing from the machine promptly and clean the machine after each use. Do not use dye in the machines. Please report any malfunction to management.

Trash: All trash must be in plastic bags and placed in the dumpster with the cover firmly closed. Upon removal from your apartment, dispose of trash immediately. Trash is not allowed in the hall, entryway or any common areas.

Grounds and Common Areas: The grounds and common areas of the property are for your use and enjoyment. Please do not litter the grounds or common areas. Destruction, damage or defacing the unit, common areas, or project grounds will result in eviction.

Parking/Vehicles: Adequate parking for tenant passenger vehicles is provided. “No Parking” areas must be observed. Washing vehicles, oil changes or other vehicle maintenance on the property is prohibited. All vehicles must be properly licensed and operable or they will be towed at the owner’s expense.

Damages: Management reserves the right to bill the tenant for repair charges for damage caused by carelessness, misuse, or neglect on the part of the tenant(s), family members or visitors. The tenant agrees to pay the cost of such repairs within 30 days after receipt of the Landlord's bill.

Security Deposit: The tenant will be eligible for a refund of the security deposit only if the tenant has provided management with a 30-day written notice of intent to move by the 1st day of the month in which the tenant plans to vacate the unit. Any damage beyond normal wear and tear will be deducted from the security deposit.

Extended Absence or Abandonment: Abandonment is distinguished from an absence from the unit by the tenant's failure to pay the rent due for the unit and failure to acknowledge or respond to notices from the owner regarding the overdue rent.

* **Extended Absence:** The tenant must inform Management if the household will be absent from the unit for an extended period of time...up to 60 continuous days or up to 180 continuous days for medical reasons. However, the family is eligible for assistance only if the unit is the family's sole residence. The owner will initiate termination of assistance and/or tenancy if the tenant fails to inform Management of the absence or if the absence lasts longer than indicated.

* **Abandonment:** Housing Assistance Payments cease the day the unit is discovered to be abandoned. Abandoned property and the eviction process will be in accordance with North Dakota state law.

Safety:

v Barbecue grills, both propane and charcoal, must be stored and used at least **5'** from the building.

v Exercise caution when extinguishing smoking materials. Do not put smoking materials out in planters or discard anywhere on the property. Use an air tight container, such as glass jar with a lid or a can with sand in the bottom.

v Storage of gasoline, cleaning solvents or other combustibles in or around the premises is prohibited.

v Firearms are not allowed on the grounds, in the buildings or in your apartment. This includes your guests.

Miscellaneous:

v Replacement of light bulbs during occupancy is the resident's responsibility.

Alterations are not allowed without prior written consent by
management

Pet Policy/Lease

Nodak Homes requires all tenants wishing to bring pets into the community to read, understand and abide by the rules outlined in this Pet Policy/Lease. These policies take into account the needs of management, pet owning tenants and non-pet owning tenants, as well as the needs of the pets themselves. The intent of this policy is to create a harmonious co-existence of all in our community living situation by fostering an attitude of respect, cooperation and consideration.

1. Pet owners must register their pets with the project owner/manager before the pet is brought on premises and must update the registration annually.
2. Acceptable pets include a domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish or turtle, that is traditionally kept in the home for pleasure. A common household pet does not include reptiles (except turtles). All pets must be able to be restrained by leash, carrier or cage.
3. No more than 0 cats and/or dogs may reside in one rental unit.
4. All dogs and cats must wear identification tags that indicate the pet's name, owner's name, owner's address and telephone number.
5. All dogs and cats over the age of 6 months must be spayed or neutered, unless a veterinarian certifies that health problems prevent it. If the pet entering the housing is under 6 months old, the pet owner agrees to have it spayed/neutered (at approximately 6 months of age). A medical receipt from a veterinarian is required to prove the animal is spayed or neutered.
6. Pets need to be inoculated in accordance with state and local law. All pets must receive proper veterinary care, and must be up-to-date on rabies and distemper vaccinations, with a veterinarian's statement to this effect provided to Management. Such verification will also be required with annual registration update.
7. The size of the animal cannot exceed 5 pounds.
8. All pets must be effectively and appropriately restrained and under the control of a responsible individual while on the common areas of the property. Pets are restricted to the following outdoor areas on the housing property: _____ fenced area _____
9. Pets shall not be allowed in any common area (including but not limited to lobbies, community rooms, halls and laundry rooms) of the building, except to enter or exit the building.
10. Tenants are responsible for keeping all areas where pets are housed clean, safe, and free of parasites, including fleas. Dog owners must immediately pick up and dispose of all dog waste deposited on the housing's streets or grounds. A waste removal penalty of \$5 per occurrence will be assessed for failure to comply with pet rules on waste removal.
11. Owners of cats and other pets using litter boxes must:
 1. Separate pet waste from litter daily, or
 2. Place soiled litter in tied, plastic bags and disposed of it in the garbage facilities.
 3. Change litter box at least twice each week
12. Pets shall be properly licensed in accordance with applicable state and city ordinances, with evidence of licensing provided to Management annually.
13. If deemed necessary by Management, upon reasonable request, pets shall be temporarily removed from the housing for purposes to include, but not limited to, delivery of maintenance repair services, extermination services and preventative maintenance/housekeeping inspection.

14. No pet is to be left unattended in a tenant's unit for a period longer than that which is appropriate in light of the needs of the pet. In general, dogs should not be left unattended for more than 9 hours, and other pets for more than 24 hours, on a regular basis. When Management has reasonable cause to believe a pet has been left unattended for an extended period of time, Management will attempt to contact the tenant or the emergency pet caretakers (listed below) to remedy the situation. If the emergency pet caretakers are unwilling or unable to assume responsibility for the pet and there are no State or Local Authorities authorized to remove the pet, Management may enter the Tenant's unit and make any necessary arrangements for the pet's care. Including removing the pet and placing it in a facility that will provide care and shelter for a period not to exceed 30 days. Any costs incurred are the responsibility of the pet owner.
15. All complaints about pets must be in writing, and will be reviewed by Management. A meeting may be held by Management, with the complainant and the pet owner to clarify the situation, and attempt to resolve it.
16. Tenants are responsible for ensuring that their pets do not disturb or annoy other tenants or neighbors. Tenants who's pet(s) are determined by Management to be disturbing others must remedy the situation immediately. A tenant who fails to remedy the situation after _____ warning(s) will receive a 30-day notice to remove the pet, except in the case of a serious problem, e.g. a vicious dog, whereby the length of time may be shortened in the interest of public safety. If the tenant fails to remove the pet, the tenant will be considered in breach of their lease agreement and may be required to vacate the premises.
17. Tenants are responsible for damages or injuries caused by their pets.
18. 18. Each tenant who wishes to keep a dog or cat must pay a \$_300__ pet deposit (*Initial \$50 when the pet is brought into unit and subsequent monthly payments of \$10 per month may be made.*) The pet deposit is fully refundable (including applicable interest) if Management determines that there are no damages or other expenses caused by the pet(s) upon tenant's vacating the apartment or permanently relocating the pet(s). The tenant understands if damages caused by the pet exceed the amount of the pet deposit, the tenant is responsible for the total amount of damage caused by the pet.
19. This Policy/Lease shall be incorporated as part of the tenants lease.
20. The owner/agent is required to give a tenant or applicant written notice providing an explanation for the denial if they refuse to register a pet.
21. Provide the following information:

Type of Pet: _____
 Name: _____
 Age: _____
 Description: _____

Attach evidence of the following, in the form of a receipt or other written verification, from the veterinarian

___ License: Tag Number # _____ Exp. Date: _____
___ Evidence of rabies vaccine: Tag Number # _____ Exp. Date: _____
___ Evidence of distemper vaccine: Exp. Date: _____
___ Evidence of Spay/Neuter

Provide the following information and promptly notify Management in writing of any changes. Management reserves the right to notify the veterinarian and/or emergency pet caretakers that they have been designated as such and to verify their willingness to act as such.

- **Ø Veterinarian:**

Name: _____

Address: _____

Phone: _____

Emergency Pet Caretaker #1:

Name: _____

Phone: (H) _____ (W) _____

Emergency Pet Caretaker #2:

Name: _____

Phone: (H) _____ (W) _____

—

Tenant Name (Printed) _____

Tenant Signature _____ Date _____

Management Signature _____ Date _____

TENANT SELECTION PLAN

Nodak Homes

1200 Missouri Ave

701-258-7838 AND (800) 366-6888

PROJECT and PROGRAM ELIGIBILITY REQUIREMENTS

The property is limited to individuals who have a disability.

- Assistance in subsidized housing is restricted to U.S. citizens or nationals and non-citizens who have eligible immigration status as determined by HUD. All family members, regardless of age, must declare their citizenship or immigration status. Applicants who hold a non-citizen student visa are ineligible for assistance, as are any non-citizen family members living with the student. Non-citizen applicants will be required to submit evidence of eligible immigration status at the time of application and will be verified through the [U.S. Immigration & Customs Enforcement, Systematic Alien Verification for Entitlements \(SAVE\) Program](#).
- Each member of an applicant's household; except those who do not claim to have eligible immigration status or *persons who were 62 or older and whose initial determination of eligibility was prior to January 31, 2010*, must disclose and provide documentation of Social Security Numbers (SSN) before the household may be housed. All SSN's for an applicant's household must be verified using appropriate documentation before the household can be admitted into the project. *However, they do not need to disclose their SSN in order to be placed on the waiting list.*
- All family members who are 18 years of age or older are required to sign consent and verification forms. All information reported by the family is subject to verification.
- The unit must be the family's sole residence. *The owner must not provide assistance to applicants who will maintain a residence in addition to the HUD assisted unit.* Under no circumstance may any tenant benefit from more than one subsidy. When processing the application the property will conduct an Existing Tenant Search through the Enterprise Income Verification (EIV) System to verify the applicants and/or other household members are not currently residing in subsidized housing.
- Applicants must agree to pay the rent required by the program under which they will receive assistance.
- Student eligibility requirements apply to applicants enrolled at an institution of higher education who are under 24 years of age, unless the applicant is a student who is living with his/her parents who are applying for Section 8 assistance.
 - Students who are 24 years of age or over, married, a veteran of the US Military, have a dependent child *or* is a person with disabilities, as defined in section 3(b)(3)(F) of the United States Housing Act of 1937 (42 USC 1437a (b3E)) that was receiving Section 8 assistance as of November 30, 2005 qualify.
- If the applicant is legal contract age ***and*** is not claimed as a dependant on their parent(s) or guardian(s) latest tax return ***or*** meets the criteria from at least one of following questions, they qualify:
 - Will you be at least 24 years old by December 31 of the current year?
 - Have you established a household separate from parents or legal guardians for at least one year prior to application for occupancy?
 - Are you married?

- Were you an orphan or a ward of the court through the age of 18?
 - Are you a veteran of the U.S. Armed Forces?
 - Do you have legal dependents other than a spouse?
 - Are you a graduate or professional student?
- The student must obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support. This certification is required even if no assistance will be provided.
 - If the applicant is claimed on their parent(s) or guardian(s) latest tax return or does not meet the criteria from at least one of above questions; they must meet eligibility requirements for Section 8 assistance and their parents, individually or jointly, must be income eligible for section 8 assistance.

INCOME ELIGIBILITY REQUIREMENTS

- HUD establishes and publishes income limits annually based on family size for each county in the United States based on the median income of the geographic area. The family’s annual income must not exceed program income limits.
- Owners must make at least 40 percent of the assisted units that become available each year (project's fiscal year) available for leasing to families whose income do not exceed 30 percent of the area median income (extremely low-income) at the time of admission. If the owner actively marketed at least 40 percent of the annually available units to extremely low-income families but was unable to fill all of the units with families meeting the requirement, the owner is permitted to rent to other eligible families after a reasonable marketing period has expired.

OCCUPANCY STANDARDS

UNIT SIZE	MINIMUM OCCUPANTS	MAXIMUM OCCUPANTS
1 Bedroom	1	2

VAWA PROTECTIONS

- The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.
- The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause

for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.

- The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified time frame may result in eviction.

APPLICANT SCREENING CRITERIA

- All applicants age 18 or older will be screened for suitability prior to residency. Screening criteria will be applied consistently to all applicants, consideration of extenuating circumstances will be considered in the screening process.

Credit History. Priority will be given to current credit activity over older activity. All rent and utilities must be paid in full. Poor credit history is grounds for rejection; however a lack of credit history is not.

Rental History. Past record of destruction, consistent late or unpaid rental obligations, police activity or poor housekeeping habits resulting in health or safety hazards is grounds for rejection. Lack of rental history is not grounds for rejection.

Criminal History. Applicants will be rejected if any of the following apply: **Note: The same criteria regarding criminal history applies to live-in aides also.*

- Any household member has been evicted from Federally-assisted housing for drug-related criminal activity, for three years from the date of eviction. If the evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program or circumstances leading to the eviction no longer exist (e.g., the household member no longer resides with the applicant household) the Owner may, but is not required to, admit the household.
- Any household member is currently engaging in illegal drug use.
- Any member of the household is subject to a lifetime registration requirement or is currently registered under a state sex offender registration program. During the admissions screening process, the Owner must perform the necessary criminal history background checks in the state where the housing is located and in other states where the household members are known to have resided.
- The Owner determines that there is reasonable cause to believe that a household member's illegal use (or a pattern of illegal use) of a drug or abuse (or pattern of abuse) of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. (Screening standards must be based on behavior, not the condition of alcoholism.)
- Any member of the applicant's household has been convicted of the manufacture of methamphetamine on the premises of federally subsidized housing (lifetime).

- Violent criminal activity which indicates a pattern of violence that may threaten the safety of residents or staff. Violent criminal activity *includes* sex crimes and crimes against children.
- Any criminal activity that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, the owner or any employee who is involved in the housing operations.
- Unlawfully obtaining government assistance.

NOTIFICATION OF APPLICANT REJECTION

If an applicant is denied admission to the property they will receive a written notice stating the reason (s) for the rejection. The applicant has the right to respond in writing or request a meeting to dispute the rejection within 14 days of the notice. Persons with disabilities have the right to request reasonable accommodations to participate in the informal hearing process. If admission is denied because criminal background screening indicates the applicant provided false information; the entity making the determination must provide the subject of the record and the applicant a copy of the information the action is based upon. The subject of the record and the applicant have the opportunity to dispute the accuracy and relevance of the information obtained from any law enforcement agency.

UNIT TRANSFER PROCEDURE

- Current tenants requiring a unit transfer for the following reasons will be given preference over applicants and those on the waiting list.
- A required unit transfer due to family size or changes in family composition. When an owner determines that a transfer is required the tenant may remain in their current unit and pay the HUD-approved market rent or must move within 30 days after notification that a unit of the required size is available within the property.
- A unit transfer for a medical reason certified by a doctor or the need for an accessible unit.
- A deeper rent subsidy, if it applies to the property.
- Current tenants requesting a unit transfer for any other reason will be added to the waiting list of applicants provided there is no record of consistent late or unpaid rental obligations, no record of police activity and inspection of the tenant's current unit must indicate there is no damage to the property or poor housekeeping habits resulting in health or safety hazards.

Limited English Proficiency (LEP)

For persons who do not speak English as their primary language and those who have a limited ability to speak, read, write, or understand English; we will make reasonable efforts to provide language assistance. We will arrange to provide forms relating to tenancy in a language that is understood by the individual. We will make every effort to obtain oral interpretation and written translation services if deemed necessary.

NON-DISCRIMINATION

The property adheres to the Fair Housing Act and Federal Civil Rights Laws. We will not discriminate against applicants or tenants based on race, color, national origin, sex, age, disability, religion or familial status. In compliance with Section 504 regulations, we will take reasonable, nondiscriminatory steps to maximize the use of accessible units by eligible individuals whose disability requires the accessibility features of a particular unit. We will consider extenuating circumstances in the screening process for applicants with disabilities, where required as a matter of reasonable accommodation.

Anyone needing assistance completing the application process, please contact us at:

Nodak Homes

1200 Missouri Ave

701-258-7838 AND (800) 366-6888

**EIV SYSTEM INCOME VERIFICATION
POLICY/PROCEDURES**

Unlawful disclosure or use of the EIV data can result in civil and criminal penalties.

Disclosure

- The *EIV & You* brochure will be provided to tenants at move-in and at each annual recertification.
- *Form HUD-9887/9887-A; Applicant's/Tenant's Consent to the Release Of Information Packet* will be signed and dated by each household member 18 years of age or older prior to accessing income reports in EIV. The forms will be retained in the tenant file for the term of tenancy plus three years. The forms are valid for 15 months.
- The tenant may receive a copy of their *EIV Income Report* upon written request. The request must be signed & dated by all adult household members *and* the owner/agent. It will be retained in the tenant file.
- The EIV data of one adult household member will not be shared, provided or displayed with another adult household member or any unauthorized third party without a signed "*Tenant Consent to Disclose EIV Income Information*".

Limited Access

- Data obtained via the EIV System is used only by authorized personnel in connection with the administration of subsidy for _Nodak Homes_____, to aid in the verification of annual income and benefit information as detailed in this document.
- The Coordinator will be recertified annually for continued access to EIV.
- The Coordinator will recertify their EIV Users through the User Certification feature in the EIV system bi-annually (twice per year).
- The Coordinator will monitor user activity on the EIV System.
- Users will not share user names or passwords with anyone.
- The computer will not be left unattended by personnel when signed in to the EIV System.
- EIV data will not be displayed on the computer screen so unauthorized persons can view it.
- Reports will be printed only to the user's personal printer.
- Restricted areas will be clearly identified and a list of authorized personnel will be maintained.

- EIV access will be revoked prior to termination of the employee and the EIV file will be documented to indicate the date user access was terminated.
- EIV Coordinator/Users will have security training annually and will retain the Certificate of Completion as listed below: <http://iase.disa.mil/eta/cyberchallenge/launchPage.htm>
- Tenant files are secured to ensure confidentiality. *Any applicant or tenant affected by negligent disclosure or improper use of information may bring civil action for damages against the employee.*
- Tenant files and records will be disposed of in a manner that will prevent any unauthorized access to personal information.
- Improper disclosure of information is grounds for immediate dismissal.

A binder of the following signed EIV documents (*initial and current*) will be maintained and will be made available to NDHFA for review annually during the MOR process.

- EIV Owner Approval Letters (Originals only)
- List of EIV Coordinator(s) and EIV User(s) who currently have access to the EIV system
- EIV Coordinator Access Authorization Form(s) (CAAFs) ~ Includes “Rules of Behavior”
- EIV User Access Authorization Form(s) (UAAF) ~ Includes “Rules of Behavior”
- Rules of Behavior for Use of Enterprise Income Verification (EIV) Information for Individuals without Access to the EIV System (all originals)
- Certificates of Completion for Annual Security Awareness Training for EIV & TRACS for all.

Contract Administrator’s and HUD staff for monitoring and oversight of the tenant recertification process.

- All EIV users will adhere to the EIV Rules of Behavior.
- Owner/agents, Service Bureau staff, Contract Administrator staff and Independent Public Auditors hired by the owner to perform the financial audit of the project (*without access to the EIV system*) must agree to the “*Rules of Behavior for Use of EIV Information for Individuals without Access to the EIV System*”. The original executed document will be retained in the EIV file and made available for viewing during the MOR process.

Data Reporting

- EIV information from HUD is obtained from data transmitted on *form HUD-50059*, requiring accurate and timely reporting of form HUD-50059 data.
- The agent is responsible to make sure the information in TRACS agrees with the information on *form HUD-50059* in the tenant’s file and will correct any discrepant information in the TRACS database.

- The completeness and accuracy of all data on *form HUD-50059* will be reviewed and errors corrected **prior to** transmitting to TRACS.
- *Form HUD-50059* for move-ins, move-outs, terminations, initial certifications, unit transfers, interim recertifications and annual recertifications will be transmitted **timely**.

EIV Reports (Frequency Chart Page 4)

- The schedule will be strictly enforced to ensure that applicants and tenants are treated in a nondiscriminatory manner. Reports will be monitored, reviewed and resolved at the frequency listed in the chart.
- Discrepancies require follow-up, verification, documentation and corrective action within **30 days** of the report.
- A copy of each report will be retained along with supporting documents and detailed information on the resolution of the reported discrepancy.

Record Retention (Chart Page 5)

- Upon expiration of the retention period, all documents will be shredded to prevent unauthorized access.

Report Resolution

Failed EIV Pre-Screening Report *and* Failed Verification Report

- The reports provide a brief description of the problem.
- Obtain 3rd party verification or documents to determine accurate information.
- If the data transmitted on *form HUD-50059* is incorrect, process a correction with the verified data.
- Encourage the *tenant* to contact SSA to correct any incorrect data in their database if the information in TRACS is accurate.
- Retain a copy of the report along with supporting documents and detailed information on the resolution of the reported discrepancy.

Income Discrepancy Report

- Notify and discuss the discrepancy with the tenant.
- Obtain written, independent verification of disputed EIV data:
 - 3rd party verification to obtain specific information needed (effective dates, earnings for a specific period, etc.).
 - Copies of W4's (for all applicable employers) from the tenant.
 - Copy of applicable tax forms from the tenant.

- If the tenant does not dispute the data contained in the *EIV Income Report*, obtain the **signature and date of all adult household members** indicating such on the *EIV Certification Page* to be retained in the tenant file.
- Provide the tenant the right to contest the findings.

If the tenant cannot repay the full amount, collect what the tenant can pay and execute a repayment agreement to collect the balance over a specific period of time (*reasonable, but not less than 10% of the tenant's gross monthly income and should not exceed 12 months*). Inform the tenant that failure to comply with the terms of the agreement will result in the tenant's termination of tenancy.

Initiate termination of tenancy if the tenant fails to repay pursuant to the executed repayment agreement (*scheduled repayment amount plus current monthly rent*).

If necessary, civil action may be filed to recover the funds.

Repayment Agreement

The repayment agreement will:

- Explain the reason for the repayment and provide reference to the appropriate area of the lease.
- Provide specifics regarding dates and dollar amounts involved, along with the total amount owed.
- Include a section for an "Initial Payment" & provide a schedule of individual amounts due on specified dates.
- Inform the tenant amounts due under the repayment agreement are in addition to the tenant's monthly rent payment.

Inform the tenant failure to comply with the terms of the agreement will result in termination of tenancy.

Contain the phrase "The terms of the agreement will be re-negotiated if there is a decrease or increase in the family's income of \$200 or more per month."

Contain the signature and date from all adult household members and the owner/agent.

NOTE: *The tenant is not required to reimburse the owner for undercharges caused by the owner's failure to follow HUD's procedures for computing rent or assistance payments. Refer to: HUD Handbook 4350.3 REV-1, Chapter 8, Section 4: Discrepancies, Errors, and Fraud*

Owner's Obligation to Repay HUD

1) Funds owed to HUD on a repayment plan by a *tenant* due to unreported income:

- Process correction(s) and/or interim recertification(s) to include unreported income.
- The tenant will not receive 30 day notice if they failed to report timely, therefore the effective date will be the 1st day of the month following the date of hire.

- Process a positive (+) lump sum **OARQ** adjustment on the voucher request for the amount of the repayment to offset the 59 (s). **Comment Field:** *Reversal of adjustments subject to repayment - unit # and tenant name.*
- Remit the tenant payments monthly **when and as they repay** in accordance with their repayment agreement, by processing a negative (-) **OARQ** adjustment for the amount of the repayment. **Comment Field:** *Repayment – unit # and tenant name.*
- Attach a copy of the repayment agreement with the voucher request when submitting the first tenant payment.
- Monitor and remit tenant payments timely. If the tenant fails to remit the monthly repayment plus the current month’s rent, begin the eviction process.
- NDHFA will monitor the repayments and contact us for an explanation if the repayment is not received.
- Repayment plans and all associated documents (including initial payment, payment amounts and dates collected) will be retained in the tenant file.

2) HUD reimbursement for overpayment of assistance due to owner/agent error or failure to follow procedures.

- Repayments of this nature are generated by correction(s) to the original transactions and/or interim recertifications. There will not be an OARQ offset; any repayment from the tenant is between the tenant and the Owner. *This includes repayments of amounts discovered by the Contract Administrator during a MOR.*
- Contact the Contract Administrator at NDHFA if you have any questions *or* if repayment in full would jeopardize the financial condition of the property.

report	frequency	details
Existing Tenant Search	When Processing an Application	Verify if the applicants (<u>all</u> household members) are currently residing in subsidized housing. Must be filed with the application in the tenant file. Must be resolved and documented prior to occupancy.
Summary Report (Verified)	Within 90 Days of a New Move-in	File with/or replace Social Security # Verifications for all Household Members

<p>Income Report</p>	<p>Within 90 Days of a New Move-in</p> <p>Annual Recertification</p> <p>Interim Recertifications</p> <p>and</p> <p>As Needed to Verify</p> <p>Income Discrepancies</p> <p>New Hires</p> <p>Failed Verification Information</p>	<p>print and retain a copy of the income report(s) in the tenant's file. provides information on new employment, quarterly wages, unemployment insurance benefits, social security benefits and medicare premiums.</p> <p>* if the tenant agrees with the amounts listed for social security benefits and medicare premiums the income report serves as third party verification. <u>no further verification is required.</u></p> <p>** the income report serves only as verification of the tenant's employment & is <u>NOT</u> to be used to calculate annual income from employment or unemployment during recertification.</p> <p>*** the income report does <u>NOT</u> serve as third party verification of disability status.</p>
<p>Income Discrepancy Report</p>	<p>Monthly</p>	<p>To investigate and resolve possible discrepancies and errors. tenants will appear on this report <u>only</u> if the discrepancy is \$200/mo or more. Discrepant data must be resolved within <u>30</u> days of the date of the report.</p>
<p>New Hires Report</p>		<p>Verify employment information on tenants who have started new jobs. Should be resolved within <u>30</u> days of the date of the report.</p>
<p>Failed EIV</p>		<p>clear up any invalid, discrepant or missing information such as ssn, last name or dob in the tracs database. (new tenants) Correct TRACS data within <u>30</u> days of the date of the report.</p>

Pre-Screening Report & Failed Verification Report		
Multiple Subsidy Report	Quarterly	identify individuals who may be receiving multiple rental subsidies. Should be resolved within <u>30</u> days of the date of the report.
Deceased Tenants Report		identify tenants who are reported by ssa as being deceased. Discrepant data must be updated within <u>30</u> days of the report. Correct TRACS data within <u>30</u> days of the date of the report.
No Income Reports	Annual Recertification & Interim Recertifications	no income was reported as a result of the match against ssa or new hire records <u>or</u> on HUD-50059. make sure the right questions are asked to give the tenant(s) the opportunity to disclose any income they receive (AFFIDAVIT OF INCOME AND EXPENSES). re-verify the status of tenants reporting zero income quarterly.

Upon expiration of the retention period, all documents will be shredded to prevent unauthorized access to personal information.

report	Retained Where	Additional Information	Retention Period
Existing Tenant Search	tenant file	File with the application	Term of Tenancy Plus 3 Years
Summary		File with/or replace Social Security #	

Report (Verified)	tenant file	Verifications <u>within</u> 90 days after M/I All Household Members	Term of Tenancy Plus 3 Years
Income Report	tenant file	File directly behind form HUD-50059 for EACH Certification Including 90 Days after M/I	Term of Tenancy Plus 3 Years
Income Discrepancy Report	Individual Detail Reports in the tenant file Complete Summary Report in Master file	Separate Section for Income Discrepancy Reports to include ALL documentation supporting Income Discrepancy resolutions. verifications, calculations, form HUD-50059's, repayment agreements and a ledger recording dates & amounts due along with payment amounts and dates collected.	Term of Tenancy Plus 3 Years 3 Years
New Hires Report	New Hires Report (complete) Master File	Any correction or recertification as a result will be retained in the tenant file with the <u>individual</u> New Hire Report.	3 Years
Failed EIV Pre-Screening Report Failed Verification Report	Identity Verification Report Master File	One Master File for Both Failed EIV Pre-Screening Report & Failed Verification Report	3 Years

Multiple Subsidy Report	Multiple Subsidy Report Master File	Alphabetical	3 Years
Deceased Tenants Report	Deceased Tenant Report Master File	Alphabetical	3 Years
No Income Reports	Not Required	To be used as a tool to identify possible errors.	Not Required