

# Smithfield Gardens Assisted Living 26 Smith Street Seymour, CT 06483

# TENANT SELECTION PLAN

for

Smithfield Gardens Assisted Living 26 Smith Street Seymour, CT 06483





Last Revised: 12/01/2008 Appendix Last Updated: 04/12/2016

#### **TABLE OF CONTENTS**

l.	Introduction	3
II.	Fair Housing, Section 504 of the Rehabilitation Act of 1973,	4-5
11.	Drug-Free Housing	4-5
III.	Occupancy Standards	5
IV.	Application Processing	
	A. Application Acceptance	5-6
	B. Application Eligibility	6-8
	C. Screening Criteria	8-9
	D. Application Rejection	9-10
	E. Application Interview	10-11
	F. Connecticut Home Care Program for Elders	11-12
V.	Student Status	12
VI.	Unit Transfers	12-13
VII.	Waiting Lists	13-15
VIII.	•	
IX.	Charges	
	A. Rental Fees	16-17
	A. Meal Plan Charges	17
	B. Security Deposits	17
Χ.	Pet Information	17
XI.	Dwelling Lease	18
XII.	House Rules	18
XIII.	Apartment Inspections	18-19
XIV.	Annual Recertifications	19
XV.	Modifications to the Tenant Selection Plan	19-20
	Appendix A-1. Program Specific Information	21
	Appoint A Transport Opcomo information	<u> </u>

A copy of this Tenant Selection Plan will be kept at the main office of the Seymour Housing Authority and at the on-site office of Smithfield Gardens Assisted Living.

The plan must be available for review by any person in the general public when requested.

#### I. Introduction

The mission of Smith Street Assisted Living LP, its General Partner SHA Development Corporation, and its Managing Agent, The Seymour Housing Authority is to provide safe, decent, and affordable assisted living housing for frail elderly in its community. In doing so, Smithfield Gardens Assisted Living (SGAL) offers a special combination of housing, supportive services, personalized assistance, and health care designed to respond to the individual needs of those elderly residents who need help with activities of daily living. Supportive services are available 24 hours a day to meet scheduled needs in a way that promotes maximum dignity and independence for each resident and involves the resident's family, neighbors, and friends.

Smithfield Gardens Assisted Living is a special purpose facility for the frail elderly, age 65 and older. It was created under the State of Connecticut General Statutes (CGS) Section 17b-347e and as amended by Public Acts 01-02 and 07-02 and all of the statutory references of these acts. Programming, subsidy, and construction financing are enabled by Sections 8-39a, 17b-342, 8-119kk and 8-402 of the CGS. Assisted Living Services are provided and subsidized in accordance with section 19-13-D105 of the regulations of the State of Connecticut Department of Public Health.

Sources of development funding were obtained through the Section 42 of the Internal Revenue Services (IRS) Low Income Housing Tax Credit (LIHTC) provisions of the IRS Code of Federal Regulations. The provisions of the Low Income Housing Tax Credit program, as well as the U.S. Department of Housing and Urban Development Multi-family Subsidized Housing Programs, and Connecticut Housing Finance Authority Asset Management guidelines regulate application to and occupancy of Smithfield Gardens Assisted Living.

While supportive services are designed to provide maximum independence to the frail elderly, this community is not equipped to facilitate care for individuals who are experiencing advanced stages of dementia or Alzheimer's disease or who required skilled nursing services. Any individual requiring more than 25 hours per week of personalized assisted living services will be referred to an appropriate facility.

# II. Fair Housing, Section 504 of the Rehabilitation Act of 1973, and Drug-Free Housing

The owners, managing agents, employees, and any other representatives of The Seymour Housing Authority (hereinafter collectively referred to as "agent") are committed to providing equal opportunity in housing to all persons who apply to and/or reside in any community.

No person shall be discriminated against based on race, color, religion, sex, national origin, disability of any kind (physical, mental, learning, or other health impairments not usually noticed such as AIDS, epilepsy, asthma, autism, etc.), familial status, creed, ancestry, marital status, age, mental retardation, source of income, or sexual orientation.

A Fair Housing poster will be displayed in the main office and at the on-site office.

All offices and common areas within the community shall be accessible to any individual of the general public. All units (100%) at Smithfield Gardens are accessible to individuals with mobility impairments (in excess of the requirement of 5% of such units in a community), and six units (10.7%) are accessible to individuals with visual or hearing impairments (in excess of the requirement of 2% of such units in a community).

If an applicant or resident requests an accessible unit or other reasonable accommodation, the agent will verify only the existence of the need for the request with a professional indicated by the applicant/resident. No verification will be made nor will questions be asked regarding the nature or extent of any disability. Requests for accessible units and reasonable accommodation will be addressed on a case-by-case basis.

The agent is further committed to providing drug-free housing to all residents of its communities and to aiding and supporting all drug-free housing initiatives. A copy of the agent's Drug-Free Housing Policy is available for review at the main office.

The Executive Director will receive and process complaints from or on behalf of any person who believes him/herself to be the subject of discrimination by Smithfield Gardens or its staff, and will keep a record of each complaint, including the date of the complaint, by whom made, investigation and hearing (if any), and evaluation. The complainant will be furnished a written notice of

action taken. The filing of a complaint with Smithfield Gardens will not prevent the subsequent filing with other state agencies.

Smithfield Gardens will periodically review its practices to assure that they are in conformity with its obligations under the regulations and requirements of the State of Connecticut, the Connecticut Housing Finance Authority, the State of Connecticut Department of Public Health, the State of Connecticut Department of Social Services, Section 42 of the Internal Revenue Code, and the U.S. Department of Housing and Urban Development.

#### III. Occupancy Standards

All full-time members of the household as listed on the application will be counted to determine the number of bedrooms needed by a household. Smithfield Gardens Assisted Living is comprised only of one bedroom apartments.

Number of	Minimum Number of	Maximum Number
Bedrooms	Occupants	of Occupants
1	1	2

# IV. Application Processing

# A. Application Acceptance

Individuals interested in applying for housing may obtain an application form from the main office or from the on-site office. Applications may also be mailed or faxed to interested persons. No application fees or credit/criminal/ eviction background check fees are required.

The cover page of the application form explains the requirements for the application to be accepted for processing. These requirements include a completed Application for Housing signed by all future household members age 18 or older, copies of birth certificates and social security cards for all household members, and, if applicable, copies of Alien Registration Cards (front and back) for all non-citizens in the household.

In lieu of birth certificates, baptismal certificates, military discharge papers, valid passports, naturalization certificates, or Social Security

Administration benefits printouts may be considered acceptable verifications of age.

In lieu of Social Security cards, the following items displaying Social Security numbers may also be considered acceptable verifications: driver's licenses; identification cards issued by federal, state, or local agencies, medical insurance providers, or an employer or trade union; earnings statements on formally printed payroll stubs; bank statements; 1099 Forms; Social Security Administration Benefits award letters; retirement benefits letters; life insurance policies; or court records.

Any incomplete application will be returned to the applicant with a cover letter stating the reason for the return.

Completed applications will be date and time stamped when they are received and will then be reviewed for program eligibility.

### B. Application Eligibility

An application will be considered eligible and will continue to be processed if the following requirements are met:

- The waiting list is open
- The applicant household's gross annual income is less than or equal to the income limit for its household size [The income limits used by the agent for admission are published by the Department of Housing and Urban Development (HUD) on an annual basis. In no case will an applicant household be admitted to a Low Income Housing Tax Credit unit if the applicant household's income exceeds the specified income limit.]
- The applicant household's gross annual income is sufficient to pay the monthly rent [The minimum required gross annual income is established by the Connecticut Housing Finance Authority for assisted living demonstration facilities.]
- The applicant household meets the minimum age requirement of 65 as established by the Connecticut Home Care Program for Elders
- The applicant household's total assets do not exceed the applicable asset limit for its household size established by the Connecticut Home Care Program for Elders or do not exceed an amount that cannot be

- spent down to the Connecticut Home Care Program for Elders limit within the applicant household's first eighteen months of occupancy
- The applicant household has identified at least one critical need [A critical need is defined as an "Activity of Daily Living" which is a hands-on activity or task that is essential for the applicant's health and safety. These include, but are not limited to bathing, dressing, eating, transfers, toileting, meal preparation, and/or medication management.]
- o The applicant household is not comprised entirely of full-time students
- The unit will be the applicant household's only residence
- The unit to which the applicant household has applied is sufficient to accommodate the size of the applicant household
- The applicant household does not have pets other than certified service animals that are not permitted in the community
- The applicant household has disclosed Social Security numbers for all applicant household members and has provided proof of the numbers reported
- The applicant household has reported all addresses at which it has resided in the last five years
- The applicant household or any if its members are previous residents of a community managed by The Seymour Housing Authority and do not owe a past due balance (Previous residents may reapply after balances are paid in full)
- The applicant household or any of its members has not previously refused an apartment on two occasions at the community for reasons other than the apartment's lack of accessibility
- For a resident household wishing to transfer to another apartment, the household requires an accessible unit or a reasonable accommodation for a disability that cannot be made in the household's existing apartment
- For a resident household wishing to transfer to another apartment, the household's tenancy is in good standing

If the preceding requirements are not satisfied, the application will be determined ineligible, and a letter noting the reason for the ineligibility will be sent to the applicant. The letter will include information on the appeal procedure (see Section IV.D).

If the preceding requirements are met and no units are available, the application will be placed on the waiting list for the unit type for which the household qualifies based on the date and time the completed

application was received. A letter acknowledging receipt of the application and its placement on the waiting list(s) will be sent to the applicant.

If the preceding requirements are met and a unit is available, the agent will continue the application process by applying screening criteria.

The agent reserves the right to determine an application ineligible *at any time during the application process* prior to lease signing for reasons contained within this Tenant Selection Plan.

#### C. Screening Criteria

Once a completed application has been received and determined eligible for the community and a unit is available, the agent will obtain credit/criminal/eviction background checks for all household members age 18 and may review any available public source of background information. The agent will review the application and credit/criminal/eviction background checks to determine if the application will continue to be processed or if it must be rejected for one or more of the reasons listed below.

Applications will be rejected for the following reasons:

- 1) Any household member is currently engaging in illegal drug use
- 2) The agent determines that there is reasonable cause to believe that a household member'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.)
- 3) Any member of the household is subject to a lifetime registration requirement under a state sex offender registration program
- 4) Any member of the applicant household has previously been evicted from any housing
- 5) Any member of the applicant household has engaged in, been convicted of, or served prison time for any violent criminal activity that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents in the last seven years

- 6) Any member of the applicant household has engaged in, been convicted of, or served prison time for any drug-related activity or any other criminal activity that would threaten the health or safety of the residents, owner, or any employee, contractor, subcontractor or agent of the owner who is in involved in the housing operations in the last five years
- 7) Any household member provides false or misleading information and/or withholds pertinent information
- 8) During any meeting with the agent, any member of the household displays extremely poor personal hygiene, appears to be under the influence of drugs and/or alcohol, uses foul language, and/or threatens or intimidates any person
- 9) Any household member refuses to sign verification forms, consent forms or declaration of citizenship forms, or refuses to provide verification of the declarations
- 10) Any household member does not qualify for the Connecticut Home Care Program for Elders or refuses to comply with any requirements of the Connecticut Home Care Program for Elders

If the application successfully meets the screening criteria, the agent will continue the application process by placing the application on the waiting list(s) for the unit type for which the household qualifies based on the date and time the completed application was received. A letter acknowledging receipt of the application and its placement on the waiting list(s) will be sent to the applicant.

If the application fails to meet the screening criteria, the application will be rejected. A letter noting the reason for the rejection and information on the appeal procedure (see below) will be sent to the applicant.

The agent reserves the right to reject an application *at any time during* the application process prior to lease signing for reasons contained within this Tenant Selection Plan.

# D. Application Rejection

When an application is determined rejected, the applicant will be notified in writing of the reason for the rejection and given the opportunity to submit a written request within 14 days for a meeting to discuss the determination. Copies of rejection letters and any enclosures, as well as any such letters returned by the post office, will be kept in the applicant's file at the site office for a period of three years from the date of the application.

If an applicant requests a meeting, a representative of The Seymour Housing Authority (other than the person who signed the rejection letter) will preside at the meeting. Documentation provided by the applicant such as corrected background reports or other reliable documentation from third party sources may be taken into consideration during the meeting.

Within five (5) days of the hearing, a letter will be sent to the applicant stating the results of the meeting and the decision reached by The Seymour Housing Authority. A copy of the decision letter, as well as any such letter returned by the post office, will be kept in the applicant's file at the main office or the on-site office for a period of three years from the date of the application. All results are final and may not be appealed.

An applicant who is rejected as a result of a hearing may reapply at a future time if he/she believes the reason(s) for the rejection have been cleared.

Applicants who are approved as a result of a hearing will be placed on the waiting list(s) for the unit size(s) for which the household qualifies based on *the date and time of the hearing*.

# E. Application Interview

When an applicant nears the top of the waiting list (or an appropriate unit is expected to be available to the applicant within 120 days), the applicant will be contacted to come to the on-site office for an interview. All household members or a designated individual with proof of Power of Attorney privileges will be required to attend the interview. During the interview, applicants will be asked to sign verification forms so proof of the information provided on the application can be obtained. (All verification forms used will conform to standards required by the Low Income Housing Tax Credit program).

All household members are required to sign declarations of citizenship. The required documentation for citizenship/immigration status to be provided by applicants on behalf of all household members includes:

- From U.S. citizens: A signed declaration of citizenship verified by the presentation of a U.S. birth certificate or passport
- From noncitizens age 62 and older: A signed declaration of eligible noncitizen status and proof of age

After completion of the interview, verification forms will be mailed to third party sources in accordance with guidelines established in HUD Handbook 4350.3.

When an apartment becomes available, all documentation submitted by and received on behalf of the applicant household will be reviewed for current eligibility and screening.

- If the application is rejected or determined ineligible, a letter noting the reason for the rejection or ineligibility and information on the appeal procedure (see above) will be sent to the applicant.
- If the application is acceptable, the applicant will be shown an available apartment that the applicant may accept or reject.
  - \* If the applicant rejects the unit for reasons other than the unit's lack of accessibility for himself/herself or another household member, the applicant will be placed at the bottom of the waiting list. An applicant who rejects two units in this manner will be removed from the waiting list.
  - \* If the applicant accepts the available apartment, he/she will be required to schedule an intake assessment with personnel of the assisted living services agency contracted to the agent. Final approval for Smithfield Gardens will be made by the personnel of the assisted living services agency subject to the applicant's approval by the Connecticut Home Care Program for Elders.

# F. Connecticut Home Care Program for Elders

At the time the interview takes place, the agent will submit referral paperwork for the Connecticut Home Care Program for Elders to the Department of Social Services. A representative of the Department of Social Services will contact the applicant to schedule an in-home assessment. This assessment will determine if the applicant is able to meet certain technical, financial, and functional criteria under the CHCPE. Applicants must be approved for the CHCPE prior to admission

to Smithfield Gardens, with the exception of those applicants who meet most of the CHCPE requirements but whose total assets exceed the CHCPE limit. An applicant whose total assets exceed the CHCPE limit may request to be admitted to Smithfield Gardens under a "spend-down" arrangement. Such arrangements will require the applicant to provide additional medical expense information to the agent and will require an additional admission approval from the Connecticut Housing Finance Authority. Any applicant who is admitted to Smithfield Gardens under a "spend-down" arrangement will be required to pay out-of-pocket for any assisted living services he/she opts to receive while in residence at the community. (These costs are determined on an individual basis subject to the applicant's specific needs.) In addition, such an applicant must be able to fully qualify for the CHCPE, including the asset requirement, within his/her first eighteen months of occupancy at the community.

Specific questions regarding the Connecticut Home Care Program for Elders may be directed to the Department of Social Services at 1-800-445-5394.

#### V. Student Status

In accordance with Low Income Housing Tax Credit program guidelines, a unit may not be comprised entirely of full-time students. Determination and certification of student status is made for each household prior to initial occupancy and annually thereafter during the recertification process. If at any time during occupancy, all household members become full-time students, then the agent will request that the household vacate its unit.

#### VI. Unit Transfers

Existing residents may request a transfer to another apartment if the resident requires a fully accessible unit or a reasonable accommodation for a disability that cannot be addressed in the resident's current unit. The resident must submit a written request for the transfer (including the reason for the transfer) to the main office or to the on-site office.

A transfer request will only be accepted if the reason for the request is consistent with the reasons noted above, and the household meets the following criteria:

- 1. The household meets all project eligibility requirements at the time of the transfer, and
- 2. The initial term of the household's lease has been completed or will be completed by the time an apartment is available, and
- 3. The household has made rental payments on time and does not have any outstanding balances, and
- 4. The household has not had a history of lease violations, complaints from neighbors, charges for damages, or poor housekeeping

Residents who submit a transfer request for a reason listed above and who meet the criteria above will be placed on the waiting list for the unit size or type requested (based on the date and time the request was received) and will be notified of the placement.

Existing households who submit a transfer request for reasons other than those listed above or who do not meet the additional criteria above will not be approved for a transfer. Such households will be notified in writing of the reason for the denial and given the opportunity to submit a written request within 14 days for a meeting to discuss the determination (see Section IV.D). Copies of denial letters will be kept in the resident's file at the regional office.

# VII. Waiting Lists

All completed applications and transfer requests that are determined to be eligible and that have met screening criteria are listed on the waiting list by date and time received. The date and time are based on the date and time the completed application or transfer request is received or the date and time a previously-rejected application is approved through the appeals process. A separate waiting list will be kept for each unit type within the community.

The waiting lists for the community shall be as follows:

- 1. Income at or below 50% of the area median gross income; standard accessible unit (17 of 56 units)
- 2. Income at or below 50% of the area median gross income; fully accessible unit (2 of 56 Units)
- 3. Income at or below 60% of the area median gross income; standard accessible unit (33 of 56 units)

4. Income at or below 60% of the area median gross income; fully accessible unit (4 of 56 Units)

The waiting list contains data taken from applications, including the name of the applicant/resident, the date and time the completed application was received or approved, the bedroom size requested, the household's annual income level, the set-aside for which the household is eligible, identification of the need for an accessible unit, and status information (i.e., selection, rejection, cancellation, etc.). Whenever a change is made on a waiting list, an action is taken, or an activity specific to an applicant/resident occurs, a notation will be made on the waiting list.

Waiting lists will be maintained in an electronic format at the on-site office where applicable. A printed hard copy of each electronic waiting list will be made on a monthly basis.

The waiting list for any unit type in the community will be closed if the total number of applications on the waiting lists exceeds twice the number of units in the community (112). Notices informing potential applicants of the closure of a waiting list will be posted in the main office and the on-site office and will be published in a newspaper local to the area in which the community is located. Applications will not be accepted for closed waiting lists.

When a waiting list is reopened, notices informing potential applicants of the opening will be posted in the main office and the on-site office and will be published in a newspaper local to the area in which the community is located.

All active applications files shall be purged at least annually. Letters shall be sent to each applicant informing him/her that unless he/she confirms his/her continued interest within thirty (30) days, his/her application will be removed from the waiting list. Undelivered letters with their envelopes shall be attached to the respective applications as evidence of the unsuccessful efforts to locate the applicants. Each retired application shall be documented with the date of retirement, the reason for it, and the initials of the person who makes the determination. It shall show the dates of any telephone calls, personal contacts, etc., and the results. Except as noted in the next paragraph, any applicant who has been removed from the waiting list, as provided above, must file a new application and cannot be reinstated to his/her former position on the waiting list.

If the applicant can prove to Smithfield Gardens that such notification never reached him/her due to an error by Smithfield Gardens (i.e. incorrect address on the envelope), then the applicant shall be reinstated to his/her place on the list where he/she would have been if Smithfield Gardens had not removed him/her from the list.

Since some time may pass between receipt of the application and the time that a unit may be offered, it shall be the responsibility of the applicant to keep Smithfield Gardens informed of any changes in address, phone number, and/or family composition.

An applicant or a resident who wishes to transfer will be removed from the waiting list if:

- 1) The applicant or resident states that he/she is no longer interested
- 2) The household no longer meets eligibility requirements for the community
- 3) The household's application or transfer request is rejected
- 4) The applicant's or resident's household size changes and no appropriate unit size exists in the community
- 5) The applicant fails to respond to a written notice for an interview within 5 days
- 6) The applicant fails to respond to a written request for an application status update within 30 days
- 7) Mail sent to the applicant's address is returned as undeliverable
- 8) The applicant or resident is offered and refuses a standard unit two times <u>unless</u> the applicant or resident refuses due to the inaccessibility of the unit for himself or herself or another household member.

Applicant files will be retained at the community to which the applicant applied for three years from the date of the removal from the waiting list.

If an applicant or resident who wishes to transfer is removed from a waiting list in error, then the applicant or resident will be reinstated to the original place on the waiting list immediately upon discovery of the error.

#### VIII. Selection

Applicants and residents wishing to transfer who have met eligibility and screening criteria will be selected from the waiting list, the oldest date and time first, in the following order.

- 1) An applicant whose gross annual income is at or below the income limit of the vacant unit to maintain set-aside requirements
- 2) For an fully accessible unit, a resident who requires a transfer to a fully accessible unit for himself, herself or another household member
- 3) For a fully accessible unit, an applicant who requires a fully accessible unit for himself, herself or another household member and has previously refused a unit due to inaccessibility
- 4) For a fully accessible unit, an applicant who requires a fully accessible unit for himself, herself or another household member
- 5) A resident who requires a transfer as a reasonable accommodation for a disability for himself, herself, or another household member
- 6) For a fully accessible unit, an applicant on the waiting list who does not require a fully accessible unit for himself, herself, or another household member when no applicants are on the waiting lists for fully accessible units
- 7) All other transfers and applicants on the waiting list, the oldest date and time first

In some cases, admission may be delayed due to verification and appeal procedures.

# IX. Charges

# A. Rental Fees

Rental fees for units within the community are determined by maximum rent calculations based on the income limits established annually by HUD. Current rental rates are noted in Appendix A-1.

When a resident moves into a unit on any day of the month other than the 1<sup>st</sup>, the first month's rent is prorated by the agent. The resident's portion of the monthly rent is divided by the actual number of days in the month and multiplied by the number of days in the month when the resident will occupy the unit. Residents who move in after the 20<sup>th</sup> of a month will be required to pay the prorated rent of the move in month as well as the full month's rent for the following month.

#### B. Meal Plan Charges

A meal plan which provides for three meals per day prepared and served in the main dining room at the community is available for residents who choose to participate. A monthly charge is required for participation in the meal plan. Current meal plan rates are noted on Appendix A-1.

### C. Security Deposits

For new admissions, security deposits must be paid in full at the time of move-in. The security deposit is \$500.

For transfers initiated by the resident, a new deposit must be paid for the new unit, and the original security deposit will be refunded within 30 days, minus damages, per Connecticut law.

The security deposit, with interest, will be returned to a former resident within thirty (30) days after move-out if the following conditions are met:

- (a) No outstanding charges for rent or other charges on the resident's account:
- (b) The apartment and all appliances are left in clean condition, and all trash and debris has been removed and properly disposed of:
- (c) All equipment issued with the apartment (including all keys, cable cords, pendant, and telephone) has been returned to the agent upon move-out;

#### X. Pet Information

The community allows a resident to house an assistance animal with appropriate documentation as outlined in the Resident Handbook. Other pets are not permitted.

#### XI. Dwelling Lease

Prior to admission, a dwelling lease and attachments shall be signed and dated by the head of household and spouse, or by his/her designated Power of Attorney representative, and by the agent. The head of the household is the person who assumes legal and moral responsibility for the household. The dwelling lease will be explained in detail to the applicant and his/her family prior to execution. Lessees shall sign said lease and any attachments only after the documents have been explained to the applicant, and the applicant has received a copy of the Resident Handbook (explained in the next section) in effect at the time said lease is executed. All lease documents will be signed in duplicate. The dwelling lease will be kept current at all times and will be compatible with the agent's policies as well as state and federal law. Any modifications of the lease will be accomplished by a written rider to the lease signed by both parities.

#### XII. House Rules

When a new resident moves into an apartment in the community, the agent will provide him/her with a copy of the Resident Handbook for the community. The Resident Handbook is an attachment to the lease agreement by which the resident is expected to abide. The agent will review the Resident Handbook with the new resident and will require the head of household to sign a Dwelling Lease for the signature therein acknowledges the resident's receipt of the Resident Handbook.

In the event that the owner or agent wishes to add or modify any portion of the Resident Handbook, the agent will provide existing residents with a written 30-day advance notice of the addition or change.

# XIII. Apartment Inspections

At the time a new resident moves into an apartment in the community and prior to signing the lease agreement, the agent will perform a physical inspection of the apartment with the new resident. The condition of the apartment at the time of the move-in will be documented on an inspection form that will be signed by both parties and will be an attachment to the lease.

The agent will perform a physical inspection of every occupied apartment at least once per year to ensure the safe and sanitary condition of the apartment. Residents may be subject to more frequent inspections depending upon the requirements of local or state authorities. The agent also reserves the right to inspect an apartment more frequently if he/she believes that the resident is not properly maintaining the apartment. Residents will be notified in advance of the date that any physical inspection will be performed.

When a resident moves out of an apartment, the agent will perform a physical inspection on the day of the move out with the resident. In the event that the departing resident is not available for this inspection, the agent will perform the inspection.

#### XIV. Annual Recertifications

All annual recertifications performed by the agent will be processed in accordance with Low Income Housing Tax Credit program guidelines and HUD Handbook 4350.3 when applicable. All residents are required to provide updated information about their income and assets to the agent on an annual basis. The agent will send reminder notices to residents about the annual recertification at intervals of 120, 90, 60, and 30 days prior to the due date of the recertification. Residents who fail to comply with the annual recertification requirement may be subject to legal action by the agent to pursue the termination of the resident's tenancy.

#### XV. Modifications to the Tenant Selection Plan

Reviews of the plan will occur at least annually to ensure that the plan reflects current operating practices, program priorities, and the requirements of the Low Income Housing Tax Credit program, the Connecticut Housing Finance Authority, and any other state agencies with oversight of the community.

Applicants on waiting lists prior to the effective date of the plan or any revision of the plan will be notified in writing of the implementation of the plan. Such applicants will not lose their place on the waiting list as a result of the implementation of the plan or any subsequent revisions.

New applicants on or after the effective date of the plan or any subsequent revisions will be subject to the standards set forth in the plan as of the effective date.

Questions regarding the Tenant Selection Plan should be addressed to:

David J. Keyser, Executive Director The Seymour Housing Authority 28 Smith Street Seymour, CT 06483

# Appendix A-1: Program Specific Information - Smithfield Gardens Assisted Living

#### **Community Name & Address**

Smithfield Gardens Assisted Living 26 Smith Street Seymour, CT 06483

#### **Number of Units and Sizes**

56 (All one bedroom units)

All units are accessible. 6 of 56 are deemed "fully accessible".

Age Requirements: Age 65 and over

# Programs in addition to the Low Income Housing Tax Credit program:

Connecticut Home Care Program for Elders

#### **Income Limits and Set-Asides**

Income Limit County/Area: Milford-Ansonia-Seymour, CT HMFA

**Project Set Aside:** 19 units at 50% of the AMGI; 37 units at 60% of the AMGI

**Minimum Income Requirement** 

One Person Minimum Annual Income	\$17,448
Two People Minimum Annual Income	\$24,996

Income Limits/Rents (as of 03/28/2016)

_		(0.0 0. 00, = 0. = 0. 0)		
	Set Aside	One Person	Two People	Rent (as of
	Set Aside	Income Limit	Income Limit	01/01/2014)
	50%	\$33,950	\$38,800	\$825
	60%	\$40,740	\$46,560	\$985

**Asset Limits (as of 01/01/2015)** 

On	e Person Maximum Asset Value	\$35,766
Two F	eople Maximum Asset Value	\$47,688

Meal Plan Charges (optional) (as of 01/01/2016): \$465.00/month

Appendix Last Revised: 04/12/2016