

**PENNSYLVANIA HOUSING FINANCE AGENCY**

*PHFA*

**COMMITMENT PROCESSING  
MANUAL**

**HOUSING MANAGEMENT DIVISION**

**MANAGEMENT AND MARKETING PLAN  
RESIDENT SELECTION  
REQUIREMENTS**

**PennHOMES - Multifamily Rental Housing Program**

**PENNSYLVANIA HOUSING FINANCE AGENCY**

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711

## **INTRODUCTION**

Multifamily developments financed by PHFA July 1, 1995 and forward receive funding from an Agency program known as PennHOMES. The Agency receives an allocation of Federal HOME funds through the Pennsylvania Department of Community and Economic Development (DCED). These funds are available to properties located in Non-Participating Jurisdictions (Non-PJs). Non-PJs are generally smaller communities that do not receive an allocation of Federal HOME funds directly from HUD. Properties located in Participating Jurisdictions (PJs) are funded with Agency unrestricted reserves.

All properties that have been approved for feasibility by the Agency Board must submit a package of management related documents for Agency review and approval prior to the issuance of an Agency loan commitment. The objective of this chapter is to provide guidance for preparing the required documents as the sponsor works toward loan commitment.

All submissions must include the following:

- Management and Marketing Plan / Resident Selection Criteria
- Affirmative Fair Housing Marketing Plan with PHFA Addendum
- Lease Agreement, with any applicable addendums

Properties located in Non-Participating Jurisdictions must submit additional documents that are required by the Federal HOME Program, these items are:

- Affirmative Action Plan (Commitment Processing Manual Section 8 )
- Section 504 Self Evaluation Plan (Commitment Processing Manual Section 15 )

## **1. Management and Marketing Plan** **Resident Selection Criteria**

The foundation of any successful residential development is a sound Management and Marketing Plan including Resident Selection Criteria (the “Plan”). The Plan must be reviewed and accepted by the Agency prior to a commitment of Agency funds. The Plan then becomes an attachment to the Management Agreement between the owner, the agent, and the Agency, and is in effect throughout the affordability period.

In preparing the Plan, it is important for the agent to consider the many issues that can arise during initial rent-up and throughout the continued operation of the property. The development of this Plan should be a cooperative effort between the agent and the owner. The Plan must comply with all applicable federal, state, and local laws.

The following is a suggested outline to use in writing the Plan. Owners and agents are encouraged to expand upon these guidelines and tailor them to meet the specific needs of the property and its residents.

### **A. Property Description**

1. Name of owner
2. Name and location of property
3. Number of units by bedroom size
4. Type of construction (i.e., new construction, rehabilitation)
5. Building type (i.e., townhouse, garden style, mid-rise)
6. Occupancy type:
  - a. General Occupancy (i.e., available for use by the general public)
  - b. 62+ (housing intended for and solely occupied by persons 62 years of age or older)
  - c. 55+ (at least 80% of the units must be occupied by households with at least one person who is 55 years of age or older)
  - d. Single Room Occupancy (SRO)
  - e. Special Needs
7. Occupancy standard (the minimum/maximum number of persons per unit)

### **B. Management Company Organization**

An organizational chart should show lines of authority and responsibilities including, but not limited to:

- Name of the management agent
- Name of the contact person for the agent
- Company's hiring policies, which must be in conformance with applicable equal opportunity requirements of local, state, and federal laws and Section 3

- General policy statement regarding the delegation of authority to the agent by the owner for managerial responsibilities for the development

### **C. On-Site Staffing**

The plan should describe the development's on-site staffing needs for the marketing, management, and maintenance of the development. This description should include, at a minimum:

#### Employee Policies

- Training methods for on-site employees
- Job descriptions
- Employee grievance procedures
- Reasonable Accommodations policy
- EEO statement

Owners/agents employment practices shall not discriminate on the basis of race, color, religious creed, ancestry, sex, age, disability, national origin, or any other basis prohibited by law.

### **D. Safety Measures**

- Describe the communication network involving the management agent, employees, residents, local police, and relevant local agencies.
- The method to be used for key control.
- Emergency preparedness procedures and the person(s) responsible in the event of an emergency.
- Other (i.e., surveillance of entryways and/or other common areas, community watch)

### **E. Marketing Plan & Procedures**

#### **1. Identify the market area to be served by the development:**

- The target population (likely to be potential low or moderate-income renters).
- Describe all marketing tools to be used, i.e., model apartment, newspaper advertising, signs, brochures, community contacts, etc.
- Indicate how the property will be marketed to attract a sufficient number of low and moderate-income residents.
- Describe marketing technique that will be employed to inform the minority population of the availability of housing.
- Identify eligibility requirements for the applicable funding programs.
- Describe procedures to maintain maximum occupancy beyond initial rent-up.
- Explain how information and rental applications are to be made available to the public prior to the opening of the property.

- Describe initial and continuing efforts of outreach to inform applicants with disabilities of the availability of accessible housing.
- During the initial rent-up period, the owner and agent must hold accessible units open for at least 30 days while outreach is performed to attract persons with disabilities who would benefit from the features. *Refer to the PHFA Accessible Unit Policy in Appendix 2 of this document for specific marketing and outreach requirements to persons with disabilities.*
- Ensure that marketing procedures comply with all applicable federal, state, and local laws.

## **2. Resident Application:**

- The owner and agent must devise and follow a consistent method of accepting and processing applications for all applicants.
- The use of a rental application form and verification consent forms are a mandatory process that must be followed by owners and agents for all applicants applying for housing in Agency financed properties. *Refer to Sample Application in Appendix 1.*
- Provide for reasonable accommodations if requested by an applicant.

## **3. Selection of Residents:**

- Describe procedures for accepting, screening, and processing applicants.
- A minimum of two selection criteria must be documented (i.e., credit history, prior landlord reference, housekeeping, criminal background check).
- Describe the methodology for accepting and/or rejecting based on the selection criteria.
- All rejected applicants must be notified in writing of the reason for rejection.
- An appeals process for rejected applicants must be established.
- Preference must be given to otherwise eligible applicants who require the special design features of an accessible unit (MIU, H/V).
- Section 8 Voucher Holders may **not** be refused occupancy solely based on their status as a voucher holder but must otherwise meet all applicable eligibility requirements.
- Establish a transfer policy including how applicants on the waiting list versus in-place residents will be treated. Also define the circumstances under which transfers will be permitted and who will absorb any cost associated with the transfer.
- Owners shall not discriminate on the basis of race, color, religion, ancestry, age, sex, national origin, disability, marital status, famial status, sexual preference, the use of a guide dog, or any other basis prohibited by law.

## **4. Waiting List:**

- All applications must be date and time stamped and placed in chronological order on the waiting list.
- Approved applicants must be placed on a waiting list in order to be processed for admission.
- All applicants must be offered housing based on their eligibility for the program in accordance with all applicable federal, state, and local laws.

### **5. Reasonable Accommodations/Modifications:**

Develop written policies consistent with all applicable federal, state, and local laws to address applicants and existing residents requesting:

- A reasonable accommodation (i.e. foreign language lease)
- A unit modification (i.e. shower grab bars)

### ***F. Program Requirements***

Describe the following:

- The minimum set-aside for income qualified and rent restricted households
- Income and Rent Limits/Rent Increase Procedure
- Initial and Annual Income Certifications Procedures
- Document annual and ongoing inspection policies and procedures.

### ***G. Lead-Based Paint Procedure***

HUD Notice 24 CFR, Part 35 - Lead-Based Paint Poisoning and Prevention Act applies only to buildings initially constructed prior to 1978.

Owners and agents must:

- Provide the tenant notification brochure and disclosure statement
- Include a warning statement in the lease agreement
- If exempt, must have proper certifications documented in Management Plan

For further information refer to the HUD Website [www.hud.gov/offices/lead](http://www.hud.gov/offices/lead)  
Or call 1-800-424-LEAD, TTY 1-800-877-8339 (Federal Information Relay Service)

***Refer to Chapter 3 of the PHFA Property Operations Manual for additional “Plan” guidance.***

## **2. LEASE REQUIREMENTS**

The Agency does not provide a model lease agreement; however, owners must execute lease agreements with residents. Owners must incorporate specific provisions into lease agreements that establish resident responsibilities and incorporate certain required and prohibited provisions. The owner of the property must provide a certification that the form of lease to be used at the property is consistent with all applicable federal, state, and local laws. The lease including any addendums, shall become an exhibit to the Management Plan.

Prior to loan commitment, the Agency will review initial development leases to ensure compliance with the following:

### **A. REQUIRED LEASE TERMS**

1. The initial lease term must be for not less than one year, unless by mutual agreement between the resident and the owner. No initial lease term shall be for less than six (6) months, with the exception of single room occupancy (SRO), which can be month to month.
2. The lease shall provide two days written notice to the resident for purpose of performing an inspection. The Agency, accompanied by the owner/agent, shall be permitted to enter the dwelling unit during reasonable hours.
3. Termination of Tenancy. The lease must include a mechanism that allows termination of the agreement and eviction for violation. An owner may not terminate the tenancy or refuse to renew the lease of a resident except for serious or repeated violations of the terms and conditions of the lease; for violations of applicable federal, state, or local law; for completion of the transitional housing tenancy period; or for other good cause. Any termination or refusal to renew must be preceded by a 30-day written notice specifying the grounds for the action.
4. The lease must contain a provision for the resident to provide accurate information to determine eligibility at move-in and annual recertifications.
  - (a) On commencement of the lease agreement, and every one year thereafter, the resident shall provide the owner with the necessary information to determine the family's income and eligibility as provided in the rules and regulations of the applicable funding programs. Failure to provide such information, or any falsification or willful misrepresentation thereof, shall be deemed to be a violation of the lease agreement.

5. The lease must include:

- (a) Security deposit amount and utility information
  - (b) Monthly rental amount
  - (c) Signatures of all parties
  - (d) A statement that the lease agreement complies with all federal, state, and local laws
6. The lease must agree to give the resident at least 30-days advance, written notice of any increase in the monthly rent.
  7. A clause stating the following: Any material misrepresentation or false information provided by the resident(s) in the application for the leased premises may be considered by the owner as a default under the lease and all remedies available to owner in the event of default shall likewise be available to owner.
  8. A lease addendum **must** be executed for persons occupying accessible units who do not need the features. They must agree to relocate to another unit, at the property's expense, should someone requiring the accessible features become available for the unit. ***Refer to Appendix 2 for a copy of the PHFA Accessible Unit Lease Addendum.***
  9. In accordance with Revenue Ruling 2004-82, no low-income resident of a tax credit property may be evicted or otherwise have their leases terminated other than for good cause. All owners must ensure that leases for tax credit units specify that tenants will not be evicted except for good cause. This is applicable throughout the entire compliance period, including the extended use period.

## **B. PROHIBITED LEASE TERMS**

The lease may not contain any of the following provisions:

1. *Agreement to be sued.* Agreement by the resident to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease.
2. *Treatment of property.* Agreement by the resident that the owner may take, hold, or sell personal property of household members without notice to the resident and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the resident concerning disposition of personal property remaining in the housing unit after the resident has moved out of the unit. The owner may dispose of this personal property in accordance with state law.
3. *Excusing owner from responsibility.* Agreement by the resident not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent.
4. *Waiver of notice.* Agreement of the resident that the owner may institute a lawsuit without providing proper notice to the resident.

5. *Waiver of legal proceedings.* Agreement by the resident that the owner may evict the resident or household members without instituting a civil court proceeding in which the resident has the opportunity to present a defense, or before a court decision on the rights of the parties.
6. *Waiver of a jury trial.* Agreement by the resident to waive any right to a trial by jury.
7. *Waiver of right to appeal court decision.* Agreement by the resident to waive the resident's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
8. *Resident chargeable with cost of legal actions regardless of outcome.* Agreement by the resident to pay attorney's fees or other legal costs even if the resident wins in a court proceeding by the owner against the resident. The resident, however, may be obligated to pay costs if the resident loses.

**C. RESIDENT HANDBOOK**

While not required, the development of a “Resident Handbook” is highly encouraged. The handbook must not be used to circumvent lease requirements and must be consistent with all federal, state, and local laws. Once developed it becomes an addendum to the lease and must be reviewed by the Agency.

***Refer to Chapters 6 & 7 of the PHFA Property Operations Manual for additional lease and handbook guidance.***

### **3. AFFIRMATIVE FAIR HOUSING MARKETING PLAN (AFHMP)**

All owners must develop an Affirmative Fair Housing Marketing Plan (AFHMP). The initial form is to be executed by the development owner and reviewed by the Agency prior to a commitment of Agency funds.

The AFHMP that is to be used by all Agency funded housing developments is the HUD Form 935.2A. It can be found in the HUD Website. A link is provided in Appendix 2. Each year the owner must review the success of the plan. If it is not deemed a success, a new plan must be developed and a copy submitted with the properties annual report to the Agency.

The AFHMP outlines the strategies that will be utilized to market the development. The owner describes the marketing program to be used to attract all segments of the eligible population, especially those groups designated in the AFHMP as least likely to apply and persons with disabilities.

The owner/agent must include the Equal Housing Opportunity Slogan, logo, or statement in all advertisements, public service announcements, press releases, and information mailings. It is required that the HUD Fair Housing poster and the Pennsylvania Fair Housing Practices Notice be displayed in offices where rental activity takes place for all developments with five or more units.

The Agency has developed an Addendum to the AFHMP form that must be completed for all properties with Agency funding. The purpose of the Addendum is to ensure that every effort is made to provide continuing outreach to persons with disabilities and to inform them of the availability of accessible units at the property. Please refer to the Agency's website for a regional list of "Quick Start Housing Resources" to include in affirmative marketing and outreach efforts:

[www.phfa.org/applications/housing\\_services\\_resources.aspx](http://www.phfa.org/applications/housing_services_resources.aspx)

*Refer to Chapter 4 of the PHFA Property Operations Manual and Appendix 2 of this document for additional AFHMP guidance and sample forms.*

## **APPENDICES**

### **(Appendix 1)**

\_\_\_\_\_  
 (Property Name)  
**SAMPLE**  
**RENTAL APPLICATION FORM**



The following information is confidential and will not be disclosed without your consent.

Applicant's Name			Social Security No.	Home Phone ( )
Present Street Address	City	State	Zip Code	No. Yrs at Present Address
Former Street Address (if at present address for less than 2 yrs.)	City	State	Zip Code	No. Yrs. at Former Address
<b>Current Housing Status:</b> Provide the name, address, and phone number of all your landlords for the past 3 years. Current Landlord: _____ Phone: _____ Address: _____ — Previous Landlord: _____ Phone: _____ Address: _____ — Previous Landlord: _____ Phone: _____ Address: _____ —				
Name and Address of Employer		Type of Business	Self Employed? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Business Phone Number ( )	Position/Title		No. Yrs. on Job	Yrs in this line of work
Name and Address of Previous Employer (if employed at present position less than 2 yrs.)			No. of Yrs. with Previous Employer	Business Phone ( )
Co-Applicant's Name			Social Security No.	Home Phone ( )
Present Street Address	City	State	Zip Code	No. Yrs at Present Address
Former Street Address (if at present address for less than 2 yrs.)	City	State	Zip Code	No. Yrs at Former Address
Name and Address of Employer		Type of Business	Self-employed? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Business Phone Number	Position/Title		No. Yrs. on Job	Yrs. in this line of

( )			work
Name and Address of Previous Employer (if employed at present position less than 2 yrs.)		No. of Yrs. with Previous Employer	Business Phone ( )

**ANNUAL INCOME**

SOURCE	APPLICANT	CO-APPLICANT	OTHER HOUSEHOLD MEMBERS 18 YRS OR OLDER	TOTAL
Gross Salary				
Overtime Pay				
Commissions/Fees/Tips/Bonuses				
Unemployment Benefits				
Workers Compensation, etc.				
Social Security, Pensions, Retirement Funds, etc., Received Periodically				
TANF Payments				
Alimony, Child Support				
Interest and/or Dividends				
Net Income from Business				
Net Rental Income				
Other:				

			TOTAL:	
--	--	--	--------	--

ASSETS	CASH VALUE	INCOME FROM ASSETS	NAME OF FINANCIAL INSTITUTION	ACCOUNT NUMBER
Checking Account	\$	\$		
Savings	\$	\$		
Certificate of Deposit	\$	\$		
Mutual Funds/Stocks/Bonds	\$	\$		
Real Estate	\$	\$		
Whole Life Insurance	\$	\$		

Annuity, Keogh, IRA, 401k	\$	\$		
Other:	\$	\$		
<b>TOTAL:</b>	\$	\$		

I \_\_\_\_\_ have \_\_\_\_\_ have not disposed of any asset(s) valued at \$1,000 or more in the past two years for less than the fair market value of the item. If yes, please list the asset value under the "other" column in the above listing of assets.

Are all household members full-time students?    Yes     No

**HOUSEHOLD COMPOSITION** List the head of your household and all members who live in your home. Give the relationship of each family member to the head.

MEMBER NO.	FULL NAME	RELATIONSHIP	BIRTHDATE M/D/Y	SOCIAL SECURITY NO.
Head of Household				
2				
3				
4				
5				
6				
7				
8				

Are there any special housing needs or reasonable accommodations that the household will require?

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Have you or any member of the household ever been convicted of a felony?    Yes     No

If yes explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The information provided above is true and complete to the best of my/our knowledge and belief. I/we consent to the disclosure of income and financial information from my/our employer and financial references for purposes of income and asset verification related to my/our application for tenancy as well as credit and criminal background checks.

\_\_\_\_\_  
 Applicant

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Co-Applicant

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Date

**ALL ADULT HOUSEHOLD MEMBERS MUST SIGN**

(Appendix 2)

**HUD AFFIRMATIVE FAIR HOUSING MARKETING PLAN (AFHMP)**  
**HUD FORM 935.2A**

**MAY BE DOWNLOADED FROM**

[www.hud.gov/offices/adm/hudclips/forms/files/935.2a.pdf](http://www.hud.gov/offices/adm/hudclips/forms/files/935.2a.pdf)

**SUPPLEMENTAL INSTRUCTIONS FOR COMPLETING**

The purpose of completing the Affirmative Fair Housing Marketing Plan is to address what method will be used to attract applicants to your development, and more specifically, persons who are least likely to apply and persons with disabilities.

The form contains specific instructions for completing and should also include the following:

- Samples of any brochures, pamphlets, leaflets, stationery, or any other printed material that will be used to market the property.
- Copies of draft advertisements to be used in marketing the property. (A sample outline for an advertisement is included in this chapter.)
- A copy of the Community Contact Letter that will be used for outreach in marketing the property. (A sample letter is included in this chapter.)
- Also included in this chapter are the federal regulations regarding the size of the Equal Housing Opportunity Logo, Accessibility Symbol and slogan or statement for advertisement purposes.

The **Equal Housing Opportunity Statement** may be used in printed materials in place of the logo as follows:

- We are pledged to the letter and spirit of the policy for the achievement of equal housing opportunity. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing on the basis of race, color, religion, ancestry, age, sex, national origin, disability, marital status, familial status, sexual preference, the use of a guide dog, or any other basis prohibited by law.

**(Appendix 2)**

**PHFA Addendum to the HUD Affirmative Fair Housing and Marketing Plan**  
(Required for all PHFA Financed Properties)

*The purpose of this Addendum is to ensure efforts are made by owner/agent to provide continuing outreach to members of the disabilities community and to inform persons of the availability of accessible units in the property.*

1. Owner/agent agrees to perform outreach efforts to persons with disabilities in accordance with the Management Plan.
2. Identify all community organizations that the owner/agent are currently working with or will be working with to outreach to persons with disabilities (i.e., Center for Independent Living) and include on the HUD-AFHMP 935.2A.
3. Owner/agent agrees to hold accessible units vacant for at least 30 days during initial occupancy while outreach, as identified above, is performed. If after 30 days an eligible person requiring the accessible features of the unit is not identified, owner/agent may rent the unit to any qualified individual or family provided a lease addendum is executed (refer to item 4 below).
4. The owner/agent's transfer policy includes the use of a lease addendum requiring any individual or family in an accessible unit not requiring the features of the accessible unit to move to a regular unit if available at the properties expense when an accessible unit is needed by a person with a disability (with tax credits, must be within the same building; otherwise, the household must be within 140% AMI).

We, the undersigned owner and management agent, do hereby acknowledge and certify that all of the information contained herein is true and correct, and we further certify that we shall comply with all of the above terms contained in this Addendum.

OWNER: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

AGENT: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**(Appendix 2)**

**DRAFT ADVERTISEMENT**

NAME OF DEVELOPMENT  
(Use Property Logo If Applicable)

Newly Renovated  
or Newly Constructed

Describe Location

Applications available at  
Rental Office  
Address and phone  
Call For An Appointment  
or No Appointment Necessary

List Amenities

\*  
\*  
\*



EQUAL HOUSING  
OPPORTUNITY

Name of Management Agent  
(Home Office Contact Information: Address, Telephone, Email, FAX & TTY Number)

**(Appendix 2)**

**FEDERAL REGULATIONS - FAIR HOUSING ADVERTISING**

(CFR Title 29, Part 109; added 45 Federal Register 57105, effective 9/22/80)

In all space advertising (advertising in regularly printed media such as newspapers or magazines) the following standard should be used:

SIZE OF ADVERTISING	SIZE OF LOGOTYPE IN INCHES
1/2 page or larger .....	2 x 2
1/8 page up to 1/2 page .....	1 x 1
4 column inches to 1/8 page .....	1/2 x 1/2

In any other advertisements, if other logotypes are used in the advertisement, then the Equal Opportunity logo should be of a size at least equal to the largest logotypes; if no other logotypes are used, then the type should be bold display face, which is clearly visible. Alternatively, when no other logotypes are used, three to five percent of an advertisement may be devoted to statement of the equal housing opportunity policy.

- In space advertising which is less than 4 column inches (one column 4 inches long or two columns 2 inches long) of a page in size the Equal Opportunity slogan should be used. Such advertisements may be grouped with other advertisement under a caption which state that the housing is available to all without regard to race, color, religion, ancestry, age, sex, national origin, disability, marital status, famial status, sexual preference, the use of a guide dog, or any other basis prohibited by law.

(Appendix 2)

**DRAFT COMMUNITY CONTACT LETTER**  
***(For Developments with Restricted Rents)***

(Your letterhead)

(date)

Contact Person  
Organization  
Address  
City, State, Zip Code

Re: (name of development)

Dear \_\_\_\_\_:

Sometime during (anticipated month), (name of development) will be available for occupancy. Construction has just begun and it is our hope this notice will give you ample time to inform your constituency of this housing opportunity.

(Name of development) is located at (address) and offers the following: (list amenities)

\_\_\_\_\_  
Property Management provided by ( \_\_\_\_\_).

The owner/management is committed to establishing (name of development) as a racially and economically integrated community. Consequently, we have allocated \_\_\_\_%) or (real number) one bedroom and (real number) two bedroom (three bedroom real number when applicable) for those persons who meet, not only the traditional resident selection criteria, but also an income restriction.

The income restriction requires that the individual or family annual gross income NOT exceed (specific amount).

Additionally, and for your information, the rent structure is:

MARKET RENT	RESTRICTED RENT *
One Bedroom _____	One Bedroom _____
Two Bedroom _____	Two Bedroom _____

\* LOWERED RENTAL RATES FOR PERSONS WHO MEET INCOME RESTRICTIONS.

We look forward to serving your constituency. If we can be of further assistance to you, please contact us at (phone number or email).

Sincerely,

(Appendix 2)

**PHFA**  
**ACCESSIBLE UNIT LEASE ADDENDUM**  
(Required for all PHFA financed properties)

This addendum to the Lease Agreement between \_\_\_\_ **(Name of Property)** \_\_\_\_ and \_\_\_\_ **(Resident)** \_\_\_\_ entered into on \_\_\_\_\_ constitutes an attachment to the Residential Lease Agreement.

In order to comply with Section 8.27 of Section 504 of the Rehabilitation Act of 1973, property owners must lease units designed for persons with disabilities to occupants requiring the accessibility features of the unit.

\_\_\_\_ **(Resident)** \_\_\_\_ has been offered an apartment designed for accessibility by a person with a disability and \_\_\_\_ **(Resident)** \_\_\_\_ does not have disabilities requiring such features and hereby agrees to move to a nonaccessible unit upon the request of the owner. The property will pay all moving expenses. Such request will be made in writing 30 days prior to the effective date of a required move to a nonaccessible unit. By signing below, \_\_\_\_ **(Resident)** \_\_\_\_ agrees to the terms and conditions in this Lease Addendum.

\_\_\_\_ **(Resident)** \_\_\_\_ hereby acknowledges that a transfer may result in an increase in rent.

_____ Resident	_____ Date
_____ Resident	_____ Date
_____ Landlord	_____ Date

**WARNING:** Section 1001 of Title 18 of the U.S. Code makes it a criminal offense for any person to make false or fraudulent statements to any department or agency of the United States Government or public housing authority as to any matter within its jurisdiction or to make unauthorized disclosures or improper use of the information collected hereunder.

## (Appendix 2)

### **PHFA** **Accessible Unit Policy**

In connection with the receipt of a reservation of Low Income Housing Tax Credits, you made representations regarding the availability of accessible units at the property. The purpose of this policy is to ensure efforts are made to provide continuing outreach to persons with disabilities and to inform persons of the availability of accessible units. To accomplish this goal, the Agency will require that the Owner and/or Agent perform the following:

1. Perform continuing outreach to persons with disabilities to fill accessible units with persons needing the features of the unit.
2. As part of Carryover Allocation requirements, you will be required to identify and provide to PHFA a list of community agencies that you will partner with to identify persons with disabilities who are searching for accessible units. A resource list of potential partners is available on the agency's website under Service Coordinators and Providers.
3. Place site on the Pennsylvania Affordable Apartment Locator at time of rent up to help to market the accessible units.
4. Hold accessible units vacant for at least 30 days during the original rent up while outreach is performed.
5. Prior to occupancy of an accessible unit to a resident not requiring the accessible feature of the unit, contact Gelene Nason (717.780.3874 or [gnason@phfa.org](mailto:gnason@phfa.org)) at PHFA for help to locate a viable candidate for the unit.
6. If after 30 days an eligible person requiring the features of the unit is not found, the unit may be rented to any qualified individual or family; provided a lease addendum is executed, (this unit is then considered to be a "bumpable unit"). The lease addendum must require any individual or family in an accessible unit not requiring the features of the unit to transfer to a non-accessible unit at the owner's expense when an accessible unit is needed.
7. When a comparable non-accessible unit becomes vacant, transfer residents from the "bumpable unit" and fill the accessible unit with an individual / family who need the features of the unit, provided an individual / family needing the features requests an accessible unit.
8. After occupancy, when an accessible unit becomes vacant, PHFA should be notified if a qualified individual or family has not been identified for occupancy for the unit.

At the time the project is placed in service and available for occupancy, the Agency will monitor the property for compliance with the above stated goals and may require affirmative action by the Owner and/or Agent to demonstrate the above. If you have any questions regarding the foregoing policy, feel free to contact Gelene Nason at 717.780.3874.