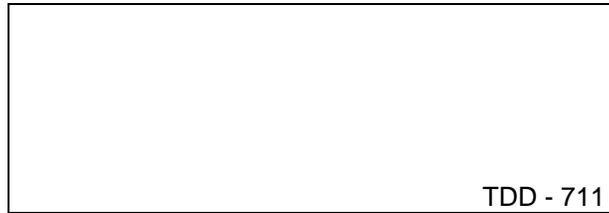


PROSPECTIVE TENANT LETTER



TDD - 711

Date: _____

Dear Prospective Tenant:

Thank you for your interest in our apartment complex. We are financed by RD/HUD and are subject to the nondiscrimination provisions of Title VI of the Civil Rights Act of 1964, Title VIII of the Fair Housing Act of 1968, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, The Americans with Disabilities Act, and the Fair Housing Amendments Act of 1988. All complaints are to be directed to the Administrator, RD, and USDA, WASHINGTON, DC 20250. All Fair Housing violations should be sent directly to the Secretary of Housing and Urban Development, Washington, DC 20410. In order to consider your request for an apartment, the following items must be provided:

1. A "NON-REFUNDABLE" application-processing fee must be paid prior to receiving an application. (Not applicable for applicants applying with a HUD Voucher)
2. A Confidential Rental Application completed and signed. Writing in an area designated "For Official Use Only" voids the application.
3. The Participant's Consent To Release Information must be signed by everyone in your household 18 and older. **NOTICE: This consent form is valid for 15 months from the above date.**
4. A copy of all Social Security Cards for all adults. If a social security card is not available, the manager will provide you with a list of alternatives documents that can be substituted.
5. A photo ID for all adults applying.
6. A conference with the Site Manager.
7. Verification of all sources of income, assets and eligible deductions. NOTE: an applicant must have verifiable income to be eligible for occupancy.
8. Credit Check history, past landlord reference check, personal reference check, criminal background check and the national Sex Offense Registry.
9. If you or the co-applicant claims "Disabled Status", we will need to verify your status for the purposes of determining your eligibility for that designation. You will also need to inform management, in writing, of any special accommodations in housing your family may need.
10. A Tenant Certification, the execution of a Lease and Move-In Report.

After applying, you are responsible to inform us of any changes in your address, income and/or household make-up. Should you fail to inform us of an address change and we attempt to contact you but our correspondence is "returned to sender", your application will be withdrawn from our waiting list. If you have any questions concerning any of the above requirements, please ask for additional details.

Site Manager

OFFICIAL NOTICE:

Section 1001 of Title 18, United States Code Provides, "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."



SECTION II: INCOME, ASSET AND EXPENSE INFORMATION

PART ONE: Income Verification

Instructions:

1. List everyone 18 and older or non-dependants 17 and under in the space below.
2. In the first three columns, beside the name list the **estimated gross monthly income** from that particular source. If the person listed does not have any income from the particular source, put "0".
3. In the last three columns, indicate if you have wages, pensions or other income by circling yes or no and then detail below

HOUSEHOLD MEMBER NAME	USE GROSS MONTHLY TOTALS			CHECK Yes or No for each person listed; then detail below		
	SOCIAL SECURITY	AFDC	CHILD SUPPORT	WAGES	PENSION	OTHER INCOME
	\$	\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	\$	\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	\$	\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	\$	\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	\$	\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	\$	\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

PART TWO: Detail of Wages, Pension, and Other Income

1. **Employer Information-** If you circled yes above, list the name of the household's member who have employment income and complete the following. If the individual has more than one job, please list each employer.

NAME	EMPLOYER NAME & ADDRESS	Gross Monthly Amount
		\$
		\$
		\$
		\$
		\$

2. **Pension Information -** If you circled yes above, list the name of the household members who have a pension and complete the following. If the individual has more than one pension, please list each.

NAME	PENSION NAME & ADDRESS	Gross Monthly Amount
		\$
		\$
		\$
		\$
		\$

3. **Other Income Information -** If you circled yes above, list the household members who have "other income", the source of that income, the individual or agency to contact to verify the actual amount and the estimated monthly amount. List each type of other income that a household member has. Other income includes, but is not limited to alimony, regular reoccurring gifts, un-employment compensation, etc. If more space is needed, please let the Site Manager know.

NAME	TYPE	SOURCE or AGENCY	Gross Monthly Amount
			\$
			\$
			\$
			\$
			\$

PART THREE: Additional Information

Instructions: Please answer all the questions below.

1. Is anyone in your household, who is currently unemployed, expecting to go to work within 90 days? Yes No
2. Does anyone in your household 18 or older work for cash? Yes No
3. If anyone in your household is not working, have they applied for unemployment?..... Yes No
4. Is anyone in your household going to lose their job within 90 days?..... Yes No
5. Does anyone in your household currently receive child support from any source? Yes No
6. Does anyone in your household expect to receive child support or alimony within 90 days? Yes No
7. Does anyone in your household receive income from rental property?..... Yes No
8. Does anyone in your household receive any other income not reported above? Yes No

PART FOUR: ASSET VERIFICATION

1. Does anyone in your household have a checking account? Yes No : If yes, how many accounts in household? _____
2. Does anyone in your household have a savings account? Yes No : If yes, how many accounts in household? _____
3. Does anyone in your household have any other investment accounts? Yes No : If yes, how many accounts? _____
4. Does anyone in your household have stocks, bonds, mutual funds, etc.? Yes No : If yes, please list the name and amount: _____.
5. Has anyone in your household disposed of any assets for less than Fair Market Value in the last two years? Yes No
6. Does anyone in your household own any real property, including but not limited to land or rental property? Yes No
7. Does anyone in your household have any other assets, including cash, not listed above? Yes No : If yes, please list the source and amount: _____.

PART FIVE: ADJUSTMENTS TO INCOME

1. Do you pay child care expenses for anyone under 13 years of age? Yes No
2. If elderly or disabled, will you have any medical expenses in the next twelve months? Yes No
3. If elderly, are you enrolled in Medicare Part D? Yes No

SECTION III: REFERENCE INFORMATION

PART ONE: Landlord Information

Current Landlord:	_____	_____	_____	_____	_____
	Name	Address	City	State Zip	Phone
Previous Landlord:	_____	_____	_____	_____	_____
	Name	Address	City	State Zip	Phone

PART TWO: Credit References

_____	_____	_____
Name	Address	Account Number
_____	_____	_____
Name	Address	Account Number

PART THREE: Personal Reference

Personal Reference:	_____	_____	_____	_____
	Name	Address	Phone Number	Relationship
In Case of Emergency, Notify:	_____	_____	_____	_____
	Name	Address	Phone Number	Relationship
Can we let this person(s) in your unit in case of an emergency? Yes <input type="checkbox"/> No <input type="checkbox"/>				

SECTION IV: OTHER INFORMATION

1. What best describes your current housing situation: (Check One) Rent Own Parents Military Other _____;

2. What is your current monthly expense for rent? \$_____ Utilities \$_____ Do you have any pets? Yes No

3. Do you currently live in an apartment? Yes No : If yes, Please list the following: Name of complex _____, Address _____, Phone Number _____;

4. Have you ever, or do you now live in Government Subsidized Housing? Yes No ;

5. Have you ever been asked to move, had a lease terminated or been evicted from housing? Yes No ; If yes, please explain: _____;

6. Will this be your only (permanent) residence for at least the next 12 months? Yes No If No, please explain: _____;

7. Has anyone who will be occupying the apartment ever been convicted of a misdemeanor? Yes No ; If Yes, Explain: _____;

8. Has anyone who will be occupying the apartment ever been convicted of a felony? Yes No ; If Yes, Explain: _____;

9. Does anyone in your household use illegal drugs? Yes No ;

10. Has anyone been convicted of a drug related offense? Yes No ; If Yes, Explain _____

11. Do you own or currently use any vehicles? Yes No ; If Yes, Please list the vehicles that you are using:

Make of Vehicle: _____ Color: _____ License Plate: _____ State: _____

Make of Vehicle: _____ Color: _____ License Plate: _____ State: _____

SECTION V: CERTIFICATION

- ◆ I/We certify that all the information in this application is true to the best of My/Our knowledge and that I/We understand that false statements or information are punishable by law and will lead to the rejection of this application or termination of tenancy after occupancy.
- ◆ I/We certify that I/We received the following: Prospective Tenant Letter, Definitions of Disability, §3560.160 Tenant Grievance Procedures and Participant's Consent to the Release of Information.
- ◆ I/We certify that this apartment will be My/Our permanent residence and that I/We will not maintain a separate subsidized rental unit in a different location.
- ◆ I/We understand that management will verify, in writing through a third party, the information provided on the application and I/We consent to the release of wage matching data to RHS, HUD and/or the borrower.
- ◆ I/We understand that check/money order or cashiers check is the preferable method of payment (excluding processing fee). Management assumes no liability for cash payments.
- ◆ **I/We understand that a security deposit paid to hold a unit is non-refundable (not applicable in HUD properties), unless management rejects the application.**

SECTION VI: SIGNATURES

Date	Applicant	Co-Applicant
	Other	Other
Date	Site Manager	Other

SECTION VII: STATISTICAL INFORMATION (NOT APPLICABLE: For HUD or RD 515/8 properties; please use form HUD-27061-H)

NOTE: "The information regarding race, national origin, and sex designation solicited on this application is requested in order to assure the Federal government, acting through Rural Development of USDA or HUD that Federal laws prohibiting discrimination against tenant applicants on the basis of race, color, national origin, religion, sex, familial status, age and handicap are complied with. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. *However, if you choose not to furnish it, the owner is required to note the race/national origin and sex of the individual applicants on the basis of visual observation or surname.*"

Please complete this for all who are listed on page one of this application: (List in the same numerical order as page one.)

1. Applicant:

RACE:				
<input type="checkbox"/> American Indian Alaskan Native	<input type="checkbox"/> Asian	<input type="checkbox"/> Black African American	<input type="checkbox"/> Native Hawaiian Pacific Islander	<input type="checkbox"/> White
ETHNICITY: <input type="checkbox"/> Hispanic / Latino <input type="checkbox"/> Non-Hispanic Latino			SEX: <input type="checkbox"/> Male <input type="checkbox"/> Female	

2. Co-Applicant/Other:

RACE:				
<input type="checkbox"/> American Indian Alaskan Native	<input type="checkbox"/> Asian	<input type="checkbox"/> Black African American	<input type="checkbox"/> Native Hawaiian Pacific Islander	<input type="checkbox"/> White
ETHNICITY: <input type="checkbox"/> Hispanic / Latino <input type="checkbox"/> Non-Hispanic Latino			SEX: <input type="checkbox"/> Male <input type="checkbox"/> Female	

3. Other

RACE:				
<input type="checkbox"/> American Indian Alaskan Native	<input type="checkbox"/> Asian	<input type="checkbox"/> Black African American	<input type="checkbox"/> Native Hawaiian Pacific Islander	<input type="checkbox"/> White
ETHNICITY: <input type="checkbox"/> Hispanic / Latino <input type="checkbox"/> Non-Hispanic Latino			SEX: <input type="checkbox"/> Male <input type="checkbox"/> Female	

4. Other:

RACE:				
<input type="checkbox"/> American Indian Alaskan Native	<input type="checkbox"/> Asian	<input type="checkbox"/> Black African American	<input type="checkbox"/> Native Hawaiian Pacific Islander	<input type="checkbox"/> White
ETHNICITY: <input type="checkbox"/> Hispanic / Latino <input type="checkbox"/> Non-Hispanic Latino			SEX: <input type="checkbox"/> Male <input type="checkbox"/> Female	

5. Other:

RACE:				
<input type="checkbox"/> American Indian Alaskan Native	<input type="checkbox"/> Asian	<input type="checkbox"/> Black African American	<input type="checkbox"/> Native Hawaiian Pacific Islander	<input type="checkbox"/> White
ETHNICITY: <input type="checkbox"/> Hispanic / Latino <input type="checkbox"/> Non-Hispanic Latino			SEX: <input type="checkbox"/> Male <input type="checkbox"/> Female	

6. Other:

RACE:				
<input type="checkbox"/> American Indian Alaskan Native	<input type="checkbox"/> Asian	<input type="checkbox"/> Black African American	<input type="checkbox"/> Native Hawaiian Pacific Islander	<input type="checkbox"/> White
ETHNICITY: <input type="checkbox"/> Hispanic / Latino <input type="checkbox"/> Non-Hispanic Latino			SEX: <input type="checkbox"/> Male <input type="checkbox"/> Female	

DEFINITION OF AN INDIVIDUAL WITH DISABILITIES

The term disability is considered equivalent to the term handicap. Eligibility requirements for fully accessible units are contained in 7 CFR 3560.154(g)(1)(i) and 3560.155(b). A person is considered to have a disability if either of the following two situations occurs:

A. As defined in section 501(b) of the Housing Act of 1949. The person is the head of household (or his or her spouse) and is determined to have impairment which:

1. Is expected to be of long-continued and indefinite duration;
2. Substantially impedes his or her ability to live independently; and
3. Is of such a nature that such ability could be improved by more suitable housing conditions, or if such person has a developmental disability as defined in section 102(7) of the Developmental Disability and Bill of Rights Act (42 U.S.C. 6001(7)).

B. As defined in the Fair Housing Act; the Americans with Disabilities Act; and section 504 of the Rehabilitation Act of 1973. The person has a physical or mental impairment which substantially limits one or more of such person's major life activities; a record of such impairment; or being regarded as having such an impairment. The term does not include current, illegal use of or addiction to a controlled substance. As used in this definition, physical or mental impairment includes:

1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine;
2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance), and alcoholism;
3. Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working;
4. Has a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities;
5. Is regarded as having an impairment means:
 - a. Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by the borrower or management agent as constituting such a limitation;
 - b. Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or
 - c. Has none of the impairments described in this definition but is treated by another person as having such an impairment.

§ 3560.160 TENANT GRIEVANCE

(a) General.

- (1) The requirements established in this section are designed to ensure that there is a fair and equitable process for addressing tenant or prospective tenant concerns and to ensure fair treatment of tenants in the event that an action or inaction by a borrower, including anyone designated to act for a borrower, adversely affects the tenants of a housing project.
- (2) Any tenant/member or prospective tenant/member seeking occupancy in or use of Agency facilities who believes he or she is being discriminated against because of age, race, color, religion, sex, familial status, disability, or national origin may file a complaint in person with, or by mail to the U.S. Department of Agriculture's Office of Civil Rights, Room 326–W, Whitten Building, 14th and Independence Avenue, SW., Washington DC 20250–9410 or to the Office of Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development (HUD), Washington, DC 20410. Complaints received by Agency employees must be directed to the National Office Civil Rights Staff through the State Civil Rights Manager/Coordinator.

(b) Applicability.

- (1) The requirements of this section apply to a borrower action regarding housing project operations, or the failure to act, that adversely affects tenants or prospective tenants.
- (2) This section does not apply to the following situations:
 - (i) Rent changes authorized by the Agency in accordance with the requirements of §3560.203(a);
 - (ii) Complaints involving discrimination which must be handled in accordance with §3560.2(b) and paragraph (a)(2) of this section;
 - (iii) Housing projects where an association of all tenants has been duly formed and the association and the borrower have agreed to an alternative method of settling grievances;
 - (iv) Changes required by the Agency in occupancy rules or other operational or management practices in which proper notice and opportunity have been given according to law and the provisions of the lease;
 - (v) Lease violations by the tenant that would result in the termination of tenancy and eviction;
 - (vi) Disputes between tenants not involving the borrower; and
 - (vii) Displacement or other adverse actions against tenant as a result of loan prepayment handled according to subpart N of this part.

(c) Borrower responsibilities. Borrowers must permanently post tenant grievance procedures that meet the requirements of this section in a conspicuous place at the housing project. Borrowers also must maintain copies of the tenant grievance procedure at the housing project's management office for inspection by the tenants and the Agency upon request. Each tenant must receive an Agency summary of tenant's rights when a lease agreement is signed. If a housing project is located in an area with a concentration of non-English speaking individuals, the borrower must provide grievance procedures in both English and the non-English language. The notice must include the telephone number and address of USDA's Office of Civil Rights and the appropriate Regional Fair Housing and Enforcement Agency.

(d) Reasons for grievance. Tenants or prospective tenants may file a grievance in writing with the borrower in response to a borrower action, or failure to act, in accordance with the lease or Agency regulations that results in a denial, significant reduction, or termination of benefits or when a tenant or prospective tenant contests a borrower's notice of proposed adverse action as provided in paragraph (e) of this section. Acceptable reasons for filing a grievance may include:

- (1) Failure to maintain the premises in such a manner that provides decent, safe, sanitary, and affordable housing in accordance with §3560.103 and applicable state and local laws;
- (2) Borrower violation of lease provisions or occupancy rules;
- (3) Modification of the lease;
- (4) Occupancy rule changes;
- (5) Rent changes not authorized by the Agency according to §3560.205; or
- (6) Denial of approval for occupancy.

(e) Notice of adverse action. In the case of a proposed action that may have adverse consequences for tenants or prospective tenants such as denial of admission to occupancy and changes in the occupancy rules or lease, the borrower must notify the tenant or prospective tenant in writing. In the case of a Borrower's proposed adverse action including

denial of admission to occupancy, the Borrower shall notify the applicant/tenant in writing. The notice must be delivered by certified mail return receipt requested, or a hand-delivered letter with a signed and dated acknowledgement of receipt from the applicant/tenant. The notice must give specific reasons for the proposed action. The notice must also advise the tenant or prospective tenant of “the right to respond to the notice within ten calendar days after date of the notice” and of “the right to a hearing in accordance with §3560.160 (f), which is available upon request.” The notice must contain the information specified in paragraph (a)(2) of this section. For housing projects in areas with a concentration of non-English speaking individuals, the notice must be in English and the non-English language.

(f) Grievances and responses to notice of adverse action. The following procedures must be followed by tenants, prospective tenants, or borrowers involved in a grievance or a response to an adverse action.

- (1) The tenant or prospective tenant must communicate to the borrower in writing any grievance or response to a notice within 10 calendar days after occurrence of the adverse action or receipt of a notice of intent to take an adverse action.
- (2) Borrowers must offer to meet with tenants to discuss the grievance within 10 calendar days of receiving the grievance. The Agency encourages borrowers and tenants or prospective tenants to make an effort to reach a mutually satisfactory resolution to the grievance at the meeting.
- (3) If the grievance is not resolved during an informal meeting to the tenant or prospective tenant's satisfaction, the borrower must prepare a summary of the problem and submit the summary to the tenant or prospective tenant and the Agency within 10 calendar days. The summary should include: The borrower's position; the applicant/tenant's position; and the result of the meeting. The tenant also may submit a summary of the problem to the Agency.

(g) Hearing process. The following procedures apply to a hearing process.

- (1) *Request for hearing.* If the tenant or prospective tenant desires a hearing, a written request for a hearing must be submitted to the borrower within 10 calendar days after the receipt of the summary of any informal meeting.
- (2) *Selection of hearing officer or hearing panel.* In order to properly evaluate grievances and appeals, the borrower and tenant must select a hearing officer or hearing panel. If the borrower and the tenant cannot agree on a hearing officer, then they must each appoint a member to a hearing panel and the members selected must appoint a third member. If within 30 days from the date of the request for a hearing, the tenant and borrower have not agreed upon the selection of a hearing officer or hearing panel, the borrower must notify the Agency by mail of the situation. The Agency will appoint a person to serve as the sole hearing officer. The Agency may not appoint a hearing officer who was earlier considered by either the borrower or the tenant, in the interest of ensuring the integrity of the process.
- (3) *Standing hearing panel.* In lieu of the procedure contained in paragraph (g)(2) of this section for each grievance or appeal presented, a borrower may ask the Agency to approve a standing hearing panel for the housing project.
- (4) *Examination of records.* The borrower must allow the tenant the opportunity, at a reasonable time before a hearing and at the expense of the tenant, to examine or copy all documents, records, and policies of the borrower that the borrower intends to use at a hearing unless otherwise prohibited by law or confidentiality agreements.
- (5) *Scheduling of hearing.* If a standing hearing panel has been approved, a hearing will be scheduled within 15 calendar days after receipt of the tenant's or prospective tenant's request for a hearing. If a hearing officer or hearing panel must be selected, a hearing will be scheduled within 15 calendar days after the selection or appointment of a hearing panel or a hearing officer. All hearings will be held at a time and place mutually convenient to both parties. If the parties cannot agree on a meeting place or time, the hearing officer or hearing panel will designate the place and time.
- (6) *Escrow deposits.* If a grievance involves a rent increase not authorized by the Agency, or a situation where a borrower fails to maintain the property in a decent, safe, and sanitary manner, rental payments may be deposited by the tenant into an escrow account, provided the tenant's rental payments are otherwise current.
 - (i) The escrow account deposits must continue until the complaint is resolved through informal discussion or by the hearing officer or panel.
 - (ii) The escrow account must be in a Federally-insured institution or with a bonded independent agent.
 - (iii) Failure to make timely rent payments into the escrow account will result in a termination of the tenant grievance and appeals procedure and all sums will immediately become due and payable under the lease.
 - (iv) Receipts of escrow account deposits must be available for examination by the borrower.
- (7) *Failure to request a hearing.* If the tenant or prospective tenant does not request a hearing within the time provided by paragraph (f)(1) of this section, the borrower's disposition of the grievance or appeal will become final.

(h) Requirements governing the hearing. The following requirements will govern the hearing process.

- (1) Subject to paragraph (f)(2) of this section, the hearing will proceed before a hearing officer or hearing panel at which evidence may be received without regard to whether that evidence could be used in judicial proceedings.
- (2) The hearing must be structured so as to provide basic due process safeguards for both the borrower and the tenants or prospective tenants, which must protect:
 - (i) The right of both parties to be represented by counsel or another person chosen as their representative;
 - (ii) The right of the tenant or prospective tenant to a private hearing unless a public hearing is requested;
 - (iii) The right of the tenant or prospective tenant to present oral or written evidence and arguments in support of their grievance or appeal and to cross-examine and refute the evidence of all witnesses on whose testimony or information the borrower relies; and
 - (iv) The right of the borrower to present oral and written evidence and arguments in support of the decision, to refute evidence relied upon by the tenant or prospective tenant, and to confront and cross-examine all witnesses in whose testimony or information the tenant or prospective tenant relies.
- (3) At the hearing, the tenant or prospective tenant must present evidence that they are entitled to the relief sought, and the borrower must present evidence showing the basis for action or failure to act against that which the grievance or appeal is directed.
- (4) The hearing officer or hearing panel must require that the borrower, the tenant or prospective tenant, counsel, and other participants or spectators conduct themselves in an orderly manner. Failure to comply may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
- (5) If either party or their representative fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing for no more than five days or may make a determination that the absent party has waived their right to a hearing under this subpart. If the determination is made that the absent party has waived their rights, the hearing officer or hearing panel will make a decision on the grievance. Both the tenant or prospective tenant and the borrower must be notified in writing of the determination of the hearing officer or hearing panel.

(i) Decision. Hearing decisions must be issued in accordance with the following requirements.

- (1) The hearing officer or hearing panel has the authority to affirm or reverse a borrower's decision.
- (2) The hearing officer or hearing panel must prepare a written decision, together with the reasons thereof based solely and exclusively upon the facts presented at the hearing within 10 calendar days after the hearing. The notice must state that the decision is not effective for 10 calendar days to allow time for an Agency review as specified in paragraphs (i)(3) and (i)(4) of this section.
- (3) The hearing officer or hearing panel must send a copy of the decision to the tenant, or prospective tenant, borrower, and the Agency.
- (4) The decision of the hearing officer or hearing panel shall be binding upon the parties to the hearing unless the parties to the hearing are notified within 10 calendar days by the Agency that the decision is not in compliance with Agency regulations.
- (5) Upon receipt of written notification from the hearing officer or hearing panel, the borrower and tenant must take the necessary action, or refrain from any actions, specified in the decision.

Participant's Consent to the Release of Information

Instructions: Each adult member (18 and older) of the household should sign this form at the time you apply for an apartment. Additional signatures must be obtained from any new adult members whenever they join the household or whenever members of the household become 18 years of age. Additional forms will be used if there are more than four (4) adult members of the household. This form will be required every time reverification of income is required.

Purpose: This form gives the above named apartment complex my/our consent to verify information relating to all sources of income, all asset information and all expenses for child care and medical needed for initial and all subsequent Tenant Certifications. In addition this form gives the above mentioned complex my/our consent to do a credit check, criminal background check, landlord reference check, personal reference check and other reference checks needed to complete my/our application. Finally, this form gives my/our consent to the above-mentioned complex to check on my/our average utility usage as required by Rural Development of USDA and HUD.

Sensitive Information: The consent granted by this form may be used as a basis to collect sensitive information, which is protected by the Privacy Act. Such information will not be disclosed or released outside of Rural Development of USDA and HUD except to appropriate Federal, State and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. (Misuse of form covered under Title 18, Section 1001 of US. Code.)

Conditions: I/we agree that photocopies of this authorization may be used for the purposes stated above. If I or any adult member of my household fail to sign this authorization, I/we understand that this action may constitute grounds for denial of eligibility or termination after tenancy. Finally, I/we authorize only Rural Development of USDA or HUD to obtain information on wages or unemployment compensation from State Agencies charged with the State unemployment law. **Note: This form expires 15 months from the date signed.**

Sincerely,

Applicant/Tenant	Co-APPLICANT/Co-TENANT																
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OFFICIAL NOTICE:

Title 18, Section 1001 of the US. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD or the Owner (or any employee of HUD or the Owner) may be subject to penalties for unauthorized disclosure or improper uses of information collected based on the consent cited above. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD or the Owner responsible for the unauthorized disclosure or improper use.



SUMMARY CHECKLIST FOR APPLICATIONS

(For Official Use Only - Do Not Detach)

Partnership Name: _____ Applicant Name: _____ Application # _____

(* NOTE: Put the initials of the household member for whom the verification form is for.)

* Initials	Application Processing	Date Sent	Date Received	Comments
N/A	Application Processing Fee Paid	N/A		
N/A	Credit Report			
N/A	Police Report			
N/A	Landlord Reference			
	Verification Forms Sent			

Please complete the following for all new move-in certifications:

Unit Type	Unit Number	Initial Occupancy Date	Subsidy Code	For HUD Properties Only: Did everyone in household check yes on page one of the Applicant Declaration Format? <input type="checkbox"/> Yes <input type="checkbox"/> No; if no, a copy of the Family and Owner Summary Sheets, Declaration Format and Consent Form for each family member who checks "NO" must be sent with the application.

Complete This Chart:

	First Name	Sex	Race	Ethnicity	Was the Race and Ethnicity provided by the Tenant? <input type="checkbox"/> Yes <input type="checkbox"/> No
Tenant					
Co-Tenant					
Other Occupants					

Contact With Applicant

Instructions: Record every contact, written and verbal, you have with the applicant. A copy of all written correspondence shall be attached to this form. All Disapproval Notices must be sent Certified Mail, Return Receipt Requested.

Date of Contact	Type of Contact	Purpose of Contact

