

**Reserve at Saratoga Springs**  
**(Tait Lane Reserve LLC)**  
**3 Robin Lane, Suite 2001, Saratoga Springs, NY 12866**  
**838.900.3501**  
**MULTIFAMILY RESIDENT SELECTION POLICY**  
**01.30.2024**



The Development will comply with all state and federal fair housing and antidiscrimination laws; including, but not limited to, consideration of reasonable accommodations requested to complete the application process. Screening criteria will be applied in a manner consistent with all applicable laws, including the State and Federal Fair Housing Acts, New York Human Rights Law, the Federal Fair Credit Reporting Act, program guidelines, Department/State Agency, and the development rules. This includes nondiscrimination against any person based on Familial Status, Race, Citizenship or Immigration Status, Sex, Disability, Color, Religion, National Origin, Creed, Age, Martial Status, Military Status, Sexual Orientation, Gender Identity or Expression, Lawful Source of Income, or Status as a Victim of Domestic Violence.

**Income**

Income will be verified on all applicants eighteen (18) years of age and older, either by third-party verification or copies of pay stubs as follows: Weekly – six (6) weeks of pay stubs are required, Bi-weekly/Semi-monthly/Monthly – four (4) pay stubs are required. For HOME funds applications, income will be verified on all applicants eighteen (18) years of age and older, either by third-party verification or copies of the most recent eight (8) weeks of consecutive pay stubs or similar. Verifications must be within 120 days of the move-in date. For apartments pre-leased further than 120 days, income may have to be re-verified prior to move-in.

**Background/ Credit & Criminal Screening**

A consumer report including information concerning your credit, will be obtained from information provided on the application. We will provide all applicants with a copy of their credit and background screening reports, along with an invoice from the company that provided the screening report. We will not charge an application fee if we fail to provide a copy of the credit and background screening report.

The property's policy is that the applicant's credit score will be taken into account. The applicant will be approved if the applicant's credit score is 580 or above. Furthermore, the applicant will be approved if the applicant's credit score is 500 or above and the applicant is homeless. If the applicant's credit score is below these levels, then the property representative will proceed to Step 3 of the assessment worksheet (*FEHO Individualized Assessment Credit Worksheet, Applying New York State Credit Policy for Applicants to State-Funded Housing* located on <https://hcr.ny.gov/fair-housing> website under the FEHO – Credit Worksheet link) and also conduct the analysis based on mitigating factors. Applicants with Section 8 vouchers or other forms of rental assistance will not be denied based on credit history.

Any applicant will be rejected if they were convicted of producing methamphetamines in the home or a lifetime registrant on the Sex Offender Registry.

Any applicant with criminal offense(s) that involve physical danger or violence toward people, property, health, safety or the welfare of other people will not be automatically declined. Management will complete an individual assessment in accordance with the (*FEHO Individualized Assessment Credit Worksheet, Applying New York State Credit Policy for Applicants to State-Funded Housing* located on <https://hcr.ny.gov/fair-housing> website under the FEHO – Credit Worksheet link) and also conduct the analysis based on mitigating factors. Applicants whose criminal history is flagged, will be provided the Know Your Rights information.

Applicants may provide a copy of their own credit or background screening to avoid the application fee if the credit or background screening was performed within 30 days of the date of application. The credit and background screening report must be prepared by a consumer reporting agency at the direction of and paid for by the applicant and made available directly to us at no charge, and contain the following information:

- a consumer credit report prepared by a consumer reporting agency within the past thirty (30) days;
- the applicant's criminal history;
- an employment verification; and \*if applicable

Applicants whose criminal history is flagged; an assessment will be performed. If after the assessment is complete and the applicant is declined the applicant(s) will be notified of the denial of their application in writing (via mail) within fourteen (14) business days of the denial (without exception). The written notification will list the specific reason(s) for the denial, If the denial is a result of information received from a third party, the letter will contain the contact information for said third party. The applicant will be provided with the Know Your Right information a second time. The applicant will have fourteen (14) business days from the date of written notification of denial to provide mitigating factors if a history of justice involvement is discovered.

The applicant may request all information used to screen the tenant within thirty (30) days of application denial and will be provided with this information within fourteen (14) days of the request.

### **Occupancy Policy**

Occupancy limits have been established as two (2) persons per bedroom person in the apartment. Maximum occupancy limits are as follows:

<u>Apartment Size</u>	<u>Minimum Occupants</u>	<u>Maximum Occupants</u>
1 Bedroom	1 Persons	2 Persons
2 Bedroom	2 Persons	4 Persons
3 Bedroom	3 Persons	6 Persons

Family – the term “Family” includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

1. a single person, who may be an elderly person, displaced person, disabled person, near-elderly person or any other single person; or
2. a group of persons residing together, and such group includes, but is not limited to:
  - a. A family with or without children (a child who is temporarily away from the home because of placement in foster care is a member of the family);
  - b. an elderly family;
  - c. a near-elderly family;
  - d. a disabled family;
  - e. a displaced family; and
  - f. the remaining member of a tenant family.

NYSHCR reserves the right to waive these occupancy standards at its discretion.

### **Pet Policy**

No more than two (2) pets will be allowed; dogs and cats only excluding aggressive breeds as listed below in the NRP Prohibited breeds. All pets must be approved by NRP prior to move-in and current vaccination records will be required. The owner/agent will require the tenant to pay for reasonable expenses beyond normal wear and tear directly attributable to the presence of the pet on the property. Such expenses would include, but not be limited to, the cost of repairs and replacement to the unit, fumigation of the unit due, and the cost of animal care facilities. The tenant will be responsible to pay for any damages caused by the pet at a rate of actual costs of the repairs to include cost and materials.

Unauthorized pets are considered a violation of the resident’s lease agreement. Lease violations will be sent immediately to the resident upon confirmation of an unauthorized pet(s). Residents are responsible for cleaning up after their pet(s). Failure to clean up pet waste is a violation of the resident’s lease agreement and may result in a \$5.00 fine.

NRP prohibited breeds include but are not limited to: Rottweiler, Pit Bull, Doberman Pinscher, Chow-Chow, German Shepherd, Affenpinscher, American Bulldog, American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, Akita, Austrian Short-Haired Pinscher, Carlin Pinscher, German Pinscher, Harlequin Pinscher, and Swiss Shorthaired Pinscher.

### **Assistance/Service Animal**

A person with a disability may be permitted an assistance or service animal(s) upon completion of the NRP reasonable accommodation process. Applicants/Residents must be able to obtain or provide documentation which verifies that the resident has a disability, if it is not apparent, as defined in the Fair Housing Act and/or the NYS Human Rights Law which verifies there is a disability-related need for the animal(s).

Verification documentation (if required) is *not* limited to those from medical professionals but includes and accepts documentation from reliable third-party professionals and agencies, including proof of SSI and SSD insurance benefits, a peer support group, a non-medical service agency and a social worker amongst others.

Alternatively, applicants/residents can use NRP’s accommodation verification form. The Animal Addendum must be completed, and vaccinations documented before the animal(s) moves in. A one-time fee is not required for assistance/service animals. Assistance/Service animals may be restricted breeds and/or other types of animals, exceed weight restrictions and/or may include more animals than the standard pet policy if approved in the NRP reasonable accommodation process.

## **VAWA**

The Violence Against Women Act (“VAWA”) is an act implemented to protect survivors of domestic and dating violence, stalking, and sexual assault who reside in communities funded by certain programs that include Low-Income Housing Tax Credits.

VAWA bars eviction and termination due to a tenant’s status as a survivor and requires landlords to maintain survivor-resident confidentiality. It also continues to prohibit an applicant/tenant who is a survivor of domestic violence from being denied assistance, tenancy, or occupancy rights based solely on criminal activity related to an act of domestic violence committed against them.

It allows for lease bifurcation so a resident or lawful occupant who engages in criminal acts of physical violence against affiliated individuals or others may be evicted or removed without evicting or removing or otherwise penalizing a victim who is a resident or lawful occupant. If a victim cannot establish eligibility once the abuser has been evicted or removed, NRP Management will give a reasonable amount of time to find new housing or establish eligibility under another covered housing program. VAWA survivors may request a unit transfer as stipulated by VAWA.

You can be evicted, and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, NRP cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted, and your assistance terminated, if NRP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

1. Would occur within an immediate time frame, and
2. Could result in death or serious bodily harm to other tenants or those who work on the property.

If NRP can demonstrate the above, NRP should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

NRP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

NRP must not allow any individual administering assistance or other services on behalf of it (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

NRP must not enter your information into any shared database or disclose your information to any other entity or individual. NRP, however, may disclose the information provided if:

1. You give written permission to NRP to release the information on a time limited basis.
2. NRP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
3. A law requires NRP to release the information.

VAWA does not limit NRP’s duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

## **Student Status**

A household may not consist entirely of full-time students unless verification is obtained that the household meets one of the exceptions listed below.

Student status is defined by the educational institution. Educational institutions include conventional colleges, vocational schools with a diploma or certificate program, technical schools, online courses that could result in a degree, high schools, middle schools, and elementary schools. A Full-time Student is looked at as attending five (5) months or more out of a calendar year, and the months do not have to be consistent.

**Exceptions to the Full-Time Student Rule:**

1. All members must be married and eligible to file a joint tax return.
2. Household consists of a single parent(s) with children and parent(s) and children are not dependents on another person's tax return, with the exception of the other parent (not residing in the unit).
3. At least one member is receiving assistance under Title IV of the Social Security Act (TANF) or AFDC.
4. At least one student is enrolled in a Job Training Partnership Act (JTPA) or other similar federally funded program.
5. If previously in foster care.

**Reasonable Accommodations**

As established in the Fair Housing Act, persons with disabilities are entitled to have equal opportunity to use and enjoy a dwelling unit, including the public and common use areas. Reasonable Modifications and Reasonable Accommodations afford a disabled individual the opportunity to use and enjoy a dwelling unit, public and/or common use area that they would not otherwise have if the current physical conditions or policies of the property were maintained.

A **Reasonable Modification** is a change in the physical arrangement of the interior of a housing unit, common spaces or parking areas of rental housing covered by the Fair Housing Act.

A **Reasonable Accommodation** refers to procedural changes such as changes in rules or policies covered under the Fair Housing Act and Section 504.

Reasonable Accommodation and Modification requests may be made to the Community Manager at the Rental Office, or in writing by requesting a **NRP Reasonable Accommodation and Modification Request Form**. Verification of disability and disability-related need will be required as permitted under the Fair Housing Act. If a Reasonable Accommodation is submitted, the unit will be held until the request determination is finalized and has been communicated in writing to the applicant. NRP's Fair Housing Coordinator will review all requests, respond within fourteen (14) days, and return a decision in the time frame required by local statute in writing to both the Community Manager and Applicant/Resident.

**Application Process**

Applications for occupancy are taken on a first-come, first-serve basis subject to set asides and preferences outlined within the Resident Selection Policy. A non-refundable application fee of \$11.79 (equal to the actual cost of the background check) OR \$20 per household, whichever is less will be assessed. All adult applicants (eighteen (18) and over) must complete a separate application and they must be completed in full, dated, and signed by the applicant(s). The on-site staff will note the application with the date and time the completed application was received. All applicants will be asked to disclose proof of valid social security numbers, tax identification number, or other government- issued identification number, and must sign an "Authorization for Release of Information Request."

Applicants will not be penalized for failure to provide government identification if they are protected under NYS Human Rights law on citizenship/immigration status.

However, applications may be completed remotely and can be mailed, emailed, or faxed as long as all signatures are notarized, and the original signed documents are received by the time of Move-In.

A unit cannot be reserved without two (2) items:

1. Completed and signed application agreements.
2. Application fees paid (if a screening report has not been provided by the applicant(s)).

If Approved, applicants are notified that based on the information provided, they may be eligible for housing subject to verification of the information provided on the application. This notification advises that the applicant has twenty-four (24) hours to decide if they would like to continue with the leasing process. If yes, the notification advises that the applicant is being placed on the Waiting List, or if no one is currently on the Waiting List, that a unit will immediately be assigned. If applicants do not respond within the required timeframe, this is considered a cancellation.

Approved applicants must then come in person to the leasing office to complete any and all remaining paperwork and provide any and all necessary documentation. Upon receipt of all verifications, the on-site staff will determine if the applicant remains eligible. Management, at its discretion, may choose to re-run credit and criminal screening depending on the amount of time since the preliminary determination. If eligible, the applicant is notified in writing that they have been approved for occupancy and are asked to contact management to arrange for current occupancy. Upon immediate or future (if placed on the Waiting List) unit assignment, the applicant is sent an offer letter in which allows the applicant fourteen (14) business days calendar days to

respond. If no response is received within fourteen (14) business days from the date the letter was mailed, the unit will be offered to the next qualified applicant (or next qualified applicant on the Waiting List).

If declined for reasons other than credit and/or criminal screening, applicants will be notified of the denial of their application in writing (via mail) within fourteen (14) business days of the denial (without exception). The written notification will list the specific reason(s) for the denial. If the denial is a result of information received from a third party, the letter will contain the contact information for said third party. The applicant will have fourteen (14) business days from the date of written notification of denial to provide mitigating factors if a history of justice involvement is discovered. The applicant may request all information used to screen the tenant within thirty (30) days of application denial and will be provided with this information within ten (10) days of the request.

Appeal Process for all other reasons than background screening – All denied applicants have thirty (30) days to respond in writing via USPS mail or UPS to NRP's Fair Housing Coordinator at 1228 Euclid Ave. Suite 400, Cleveland, OH 44115 to request a review of their denial. Alternatively, applicants may contact NRP's Fair Housing Coordinator via e-mail at [fairhousing@nrpgroup.com](mailto:fairhousing@nrpgroup.com) or applicants may respond in-person at the management office. The Fair Housing Coordinator will review all documentation. A written response will be sent to the applicant within five (5) business days following the review with the final decision.

If you believe your denied screening outcome may have been due to domestic violence pertaining to the Violence Against Women's Act (VAWA) and would like to request an appeal, please contact the NRP Fair Housing Coordinator at [fairhousing@nrpgroup.com](mailto:fairhousing@nrpgroup.com) within thirty (30) days from the date of denial. The Fair Housing Coordinator will review all documentation. A written response will be sent to the applicant within five (5) business days following the review with the final decision.

If your application was denied due to being deemed over income and you feel there may be an error, please reach out to our Compliance Team at [complianceappeal@nrpgroup.com](mailto:complianceappeal@nrpgroup.com) within thirty (30) days of your denial. The Compliance Department will review all documentation. A written response will be sent to the applicant within five (5) business days following the review with the final decision.

An adverse action letter will be provided to you as required by Federal and State law. You have the right to request a copy of your credit report from the reporting agency directly.

### **Accessible Units**

The property will consist of a total of 202 total units, seventeen (17) of which will be accessible units. Of the seventeen (17) accessible units, eleven (11) units will be fully accessible for those with limited mobility, and six (6) units will be fully accessible for those with hearing/visual impairment. When filling a vacancy in an accessible unit, preference will be given to applicants who require the use of the special design features of that unit.

### **Waitlist**

The property is required to place all eligible applicants on waitlists based on desired bedroom size selected by the applicant. Applicants must be placed on and selected from their selected bedroom size waitlist(s). The property has one waitlist per bedroom size that is established and maintained in chronological order based on the date and time of receipt of the Preliminary Application or preference ranking (see below for preferences). The lottery will be completed on April 1, 2024. After the lottery is conducted, applicants will be offered units as they become available based on the chronological order of the waitlist. Applicants will be offered the next available unit, regardless of their stated preferences. Applicants will have the opportunity to decline the first apartment offered, that meets their stated preference, and retain their place on their selected waitlist(s). Should the applicant decline the next offer of an available unit that meets their stated preferences, they will be removed from the waitlist(s). Applicants may decline available units that do not meet their stated preferences without being removed from their selected waitlist(s). To be placed on the Waiting List all applicants over the age of 18 must complete an application and pay the application fee to determine if the credit/criminal criteria is met. Once those screening requirements are met, the applicant will be placed on the waitlist for the bedroom size(s) of their choosing. Applicants must report changes in writing to any of the information immediately. The waitlist(s) contains the following information for each applicant:

- Applicant Name
- Address and/or Contact information
- Phone Number(s)
- Unit Type/Size Preference
- Household Composition
- Preferences based on property requirements & regulations
- Date/Time of Application
  - 30% AMGI
  - 50% AMGI
  - 60% AMGI
  - Current Occupant Unit Transfer

- This preference will have priority and will move to the top of the waitlist.

Each waitlist will be updated annually. Each applicant will receive a letter from the property, which will request updated information and ask about the applicant's continued interest in remaining on their selected waitlist(s). This letter must be returned within the specified time frame or their application will be removed from the waitlist(s). It is the responsibility of the applicant to maintain a current address with the property leasing office in order to receive this waitlist correspondence. Any correspondence returned undeliverable will result in the application being removed from the waitlist(s).

Other reasons for removal from the waitlist(s) include:

- The applicant no longer meets the eligibility requirement for the property or program.
- The applicant voluntarily asks to be removed from the waitlist.

Waitlist openings and closings will be published in local media advertisements. A waitlist that is over 1 year will be closed and reopened at such time when vacancies mandate an opening of the list, and the community begins accepting applications again.

**Transfer for a Reasonable Accommodation:**

Residents who seek a transfer as a reasonable accommodation for a disability or VAWA will be transferred without being charged a transfer fee provided that the transfer has been approved through NRP's Reasonable Accommodations process. Disability-related transfers will be considered during the first year's lease. Transfers for reasonable accommodations do not include factors of view, noise, or apartment location when these factors are not related to the disability. Those seeking a transfer for reasonable accommodation will take precedence on the Unit Transfer List over income requests. All other requests will occur in chronological order by the date the request was received. If the request is denied, the applicant will be notified in writing and will be given five (5) calendar days to appeal Management's decision, during which time the available unit will not be rented to another qualified applicant.

**Standard/Policies**

A refundable security deposit is required as follows:

<u>Apartment Size</u>	<u>Security Deposit</u>
1 Bedroom	one (1) month's rent
2 Bedroom	one (1) month's rent
3 Bedroom	one (1) month's rent

**Set Asides/Income Limits and Rents**

Apartment homes are available to low to moderate-income households based on the income guidelines listed below:

Maximum Income Limit Based on Family Size @ 30 % of Area Median Income							
1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
\$23,580	\$26,940	\$30,300	\$33,660	\$36,360	\$39,060	\$41,760	\$44,460

Maximum Income Limit Based on Family Size @ 50 % of Area Median Income							
1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
\$39,300	\$44,900	\$50,500	\$56,100	\$60,600	\$65,100	\$69,600	\$74,100

Maximum Income Limit Based on Family Size @ 60 % of Area Median Income							
1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
\$47,160	\$53,880	\$60,600	\$67,320	\$72,720	\$78,120	\$83,520	\$88,920

Bedroom Size	Set Aside	Max Net Rent
1 BR (ESSHI)	30%	\$539
1 BR	50%	\$960
1 BR	60%	\$1,171
2 BR (ESSHI)	30%	\$636
2 BR	50%	\$1,141
2 BR	60%	\$1,394
3 BR	50%	\$1,313
3 BR	60%	\$1,605
3BR TH	50%	\$1,307

3BR TH	60%	\$1,599
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Failure to meet the above criteria, failure to provide requested verification of any required information, and/or falsification of any information during the application process will result in denial of the application. If the applicant is not approved for any reason except criminal background, an applicant can re-apply after 120 days have passed from the date of decline.

**Privacy Policy for Personal Information of Rental Applicants and Resident**

NRP is dedicated to protecting the privacy of your personal information, including your Social Security Number and other identifying or sensitive personal information. NRP’s policy and procedures are designed to help ensure that your information is kept secure, and NRP works to follow all federal and state laws regarding the protection of your personal information. While no one can guarantee against identity theft or the misuse of personal information, protecting the information you provide it is a high priority to NRP and its staff. If you ever have concerns about this issue, please feel free to share them with NRP.

**How personal information is collected.** You will be asked to furnish some of your personal information when you apply to rent from us. This information will be on the rental application form or other document that you provide to us or to an apartment locator service, either on paper or electronically.

**How and when information is used.** We use this information only for our legitimate business purposes involved in leasing a dwelling to you. Examples of these uses include, but are not limited to, verifying statements made on your rental application (such as your rental, credit, and employment history), reviewing your lease for renewal, enforcing your lease obligations (such as obtaining payment for money you may owe us in the future), and reconciling and confirming rental application referrals with third-party locator services or rental application collectors.

**How the information is protected, shared, and who has access.** We allow only authorized persons (including third-parties for whom we have a legitimate business purpose to share your information with) to have access to your personal information, and we keep documents and electronic records containing information in secure areas and systems (and require our third-party service providers to do so as well).

**How the information is disposed of.** After we no longer need or are required to keep your personal information, we will store or destroy it in a manner designed to prevent unauthorized persons from accessing it. Our disposal methods will include shredding, destruction or obliteration of paper documents and destruction of electronic files.

**Locator and rental application referral services.** If you found us through a locator service or a rental application referral service, please be aware that such services are provided by third parties or independent contractors and not our employees or agents—even though they may initially process rental applications and fill out lease forms. Any personal information you provide to such third-party services is subject to the privacy policies of the locator or rental application referral service, and you should require any locator or rental application referral services you use to furnish you their own privacy policies. We will also share the personal information you provide to us to such locator or rental application referral services in order to confirm and validate your use of such services.

**I have received, read, and understand the above RESIDENT SELECTION POLICY.**

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
NRP Representative Signature

\_\_\_\_\_  
Date



Dear Resident,

Attached you will find documents pertaining to your request to seek VAWA protection from Tait Lane Reserve LLC.

In response to this request, you or someone on your behalf must complete the request in writing on the attached form or submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

You will have 14 days (not including holidays or weekends) from the date you request to seek VAWA protection to return the required documentation to the Community Manager.

If you have any questions, please contact the office at 838-900-3501.



**CERTIFICATION OF  
DOMESTIC VIOLENCE,  
DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING,  
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,  
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: \_\_\_\_\_

2. Name of victim: \_\_\_\_\_

3. Your name (if different from victim's): \_\_\_\_\_

4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_

5. Residence of victim: \_\_\_\_\_

6. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_

7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_

10. Location of incident(s): \_\_\_\_\_

In your own words, briefly describe the incident(s): _____ _____ _____
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This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

**PROVISION OF NOTICE BY HOUSING PROVIDERS OF TENANTS' RIGHTS TO REASONABLE  
MODIFICATIONS AND ACCOMMODATIONS FOR PERSONS WITH DISABILITIES.**

**466.15 Provision of notice by housing providers of tenants' rights to reasonable  
modifications and accommodations for persons with disabilities.**

**(a) Statutory Authority.**

Pursuant to N.Y. Executive Law section 295.5, it is a power and a duty of the Division to adopt, promulgate, amend and rescind suitable rules and regulations to carry out the provisions of the N.Y. Executive Law, article 15 (Human Rights Law) and pursuant to New York Executive Law section 170-d, the New York State Division of Human Rights “shall promulgate regulations requiring every housing provider ... to provide notice to all tenants and prospective tenants ... of their rights to request reasonable modifications and accommodations” as such rights are provided for in Human Rights Law sections 296.2-a(d) and section 296.18.

**(b) Effective date.**

Executive Law section 170-d was effective March 2, 2021, pursuant to the Laws of 2021, chapter 82, section 4, by reference to the Laws of 2020, chapter 311.

**(c) Definitions.**

(1) “*Housing provider*” shall mean:

- (i) “the owner, lessee, sub-lessee, assignee, or managing agent of, or other person having the right to sell, rent or lease a housing accommodation, constructed or to be constructed, or any agent or employee thereof” as set forth in New York Executive Law, article 15 (hereinafter “Human Rights Law”) section 296.5; or

- (ii) “the owner, lessee, sub-lessee, assignee, or managing agent of publicly-assisted housing accommodations or other person having the right of ownership or possession of or the right to rent or lease such accommodations” as set forth in Human Rights Law section 296.2-a.
- (2) “*Housing accommodation*” includes “any building, structure, or portion thereof which is used or occupied or is intended, arranged or designed to be used or occupied, as the home, residence or sleeping place of one or more human beings” as set forth in Human Rights Law section 292.10.
- (3) “*Publicly-assisted housing accommodations*” shall include:
  - (i) “public housing” as set forth in Human Rights Law section 292.10(a);
  - (ii) “housing operated by housing companies under the supervision of the commissioner of housing” as set forth in Human Rights Law section 292.10(b); or
  - (iii) other publicly-assisted housing as described in Human Rights Law section 292.10(c), (d) and (e).
- (4) “*Property Manager*” as referenced in the sample notice is an individual housing provider, or such person as the housing provider designates for the purpose of receiving requests for reasonable accommodation.
- (5) “*Reasonable modifications or accommodations*” shall refer to those actions required by Human Rights Law section 296.2-a(d) and Human Rights Law section 296.18, which makes it an unlawful discriminatory practice for a housing provider or publicly-assisted housing provider:

(i) To refuse to permit, at the expense of the person with a disability, reasonable modifications of existing premises occupied or to be occupied by the said person, if the modifications may be necessary to afford the said person full enjoyment of the premises, in conformity with the provisions of the New York state uniform fire prevention and building code, except that, in the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter's agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted.

(ii) To refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling, including the use of an animal as a reasonable accommodation to alleviate symptoms or effects of a disability, and including reasonable modification to common use portions of the dwelling, or

(iii) In connection with the design and construction of covered multi-family dwellings for first occupancy after March thirteenth, nineteen hundred ninety-one, a failure to design and construct dwellings in accordance with the accessibility requirements of the New York state uniform fire prevention and building code, to provide that:

(a) The public use and common use portions of the dwellings are readily accessible to and usable by disabled persons with disabilities;

(b) All the doors are designed in accordance with the New York state uniform fire prevention and building code to allow passage into and within all premises and are sufficiently wide to allow passage by persons in wheelchairs; and

(c) All premises within covered multi-family dwelling units contain an accessible route into and through the dwelling; light switches, electrical outlets, thermostats, and other environmental controls are in accessible locations; there are reinforcements in the bathroom walls to allow later installation of grab bars; and there are usable kitchens and

bathrooms such that an individual in a wheelchair can maneuver about the space, in conformity with the New York state uniform fire prevention and building code.

(6) “*First substantive contact*” is a term used by real estate brokers, licensed real estate salespersons, and licensed associate brokers in New York State. For purposes of this regulation, the term shall have the same meaning as applied under N.Y. Real Prop. Law § 443 and 19 N.Y.C.R. R. § 175.28.

**(d) Actions required by Executive Law section 170-d.**

(1) Housing providers that are the owner, lessee, sub-lessee, assignee, or managing agent of a housing accommodation or publicly-assisted housing accommodation, must provide notice, as provided for in this regulation, to all new and current tenants in the following manner:

- (i) Within 30 days of the effective date of their tenancy;
- (ii) for current tenants, within thirty days after the effective date of Executive Law section 170-d.
- (iii) In writing, and in 12-point font or larger, or other easily legible font.

Include telephone number(s) and e-mail of the property manager or other person responsible for accepting reasonable accommodation requests.

(iv) By email, text, electronic messaging system, facsimile, or hardcopy. An electronic communication containing a link to the notice required pursuant to this regulation shall be permissible, provided the communication also contains text to inform the prospective tenant that the link contains information regarding tenants' rights to reasonable accommodations for persons with disabilities. The notice must be available for printing and downloading.

(v) Where such communication is in paper form, the notice must be included within such communication, or by providing the notice in an accompanying document.

(vi) May be accomplished by including the notice in or with other written communications, such as a lease or other written materials routinely provided to tenants.

(vii) Oral disclosure does not satisfy the requirements imposed by this section.

(viii) “Posting” of the notice pursuant to paragraph (d)(3) of this subdivision, either on paper, on

a bulletin board, or on an electronic bulletin board or notice area, does not satisfy the requirements imposed by this section.

(2) A real estate broker shall be responsible to ensure that each individual licensed pursuant to Article 12-A of the New York Real Property Law and associated with such broker provides notice with regard to available housing accommodations, as provided for in this regulation, to all prospective tenants in the following manner:

(i) Upon first substantive contact.

(ii) In writing, and in 12-point font or larger, or other easily legible font.

(iii) By email, text, electronic messaging system, facsimile, or hardcopy. An electronic communication containing a link to the notice required pursuant to this regulation shall be permissible, provided the communication also contains text to inform the prospective tenant that the link contains information regarding tenants' rights to reasonable accommodations for persons with disabilities. The notice must be available for printing and downloading.

(iv) Where such communication is in paper form, the notice must be included within such communication, or by providing the notice in an accompanying document.

(v) Oral disclosure does not satisfy the requirements imposed by this section.

(vi) "Posting" of the notice pursuant to paragraph (d)(3) of this subdivision, either on paper, on a bulletin board, or on an electronic bulletin board or notice area, does not satisfy the requirements imposed by this section.

(3) In addition to the delivery of notice in paragraphs (d)(1) and (d)(2) of this subdivision, all housing providers shall post the notice in the following manner:

(i) As required by 9 NYCRR 466.3 ; and

(ii) all websites created and maintained by housing providers shall prominently and conspicuously display on the homepage of such website a link to the Division's notice as required this regulation which shall be made available by the Division.

(4) The notice is to advise individuals of their right to request reasonable modifications and accommodations for disability pursuant to Human Rights Law section 296.2-a(d) (publicly-assisted housing) or Human Rights Law section 296.18 (private housing).

**(e) Content of the required notice.**

The following shall be deemed sufficient notice when provided to the individual to be notified.



**NOTICE DISCLOSING TENANTS' RIGHTS TO  
REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES**

**Reasonable Accommodations**

The New York State Human Rights Law requires housing providers to make reasonable accommodations or modifications to a building or living space to meet the needs of people with disabilities. For example, if you have a physical, mental, or medical impairment, you can ask your housing provider to make the common areas of your building accessible, or to change certain policies to meet your needs.

To request a reasonable accommodation, you should contact your property manager by calling (838) 900-3501 or (844) 677-0002, or by e-mailing [reservesaratogasprings@nrpgroup.com](mailto:reservesaratogasprings@nrpgroup.com)<sup>\*</sup>. You will need to inform your housing provider that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered by your housing provider. A housing provider may request medical information, when necessary to support that there is a covered disability and that the need for the accommodation is disability related.

If you believe that you have been denied a reasonable accommodation for your disability, or that you were denied housing or retaliated against because you requested a reasonable accommodation, you can file a complaint with the New York State Division of Human Rights as described at the end of this notice.

Specifically, if you have a physical, mental, or medical impairment, you can request:<sup>†</sup>

Permission to change the interior of your housing unit to make it accessible (however, you are required to pay for these modifications, and in the case of a rental your housing provider may require that you restore the unit to its original condition when you move out); Changes to your housing provider's rules, policies, practices, or

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<sup>\*</sup> The Notice must include contact information when being provided under 466.15(d)(1), above. However, when being provided under (d)(2) and when this information is not known, the sentence may read "To request a reasonable accommodation, you should contact your property manager."

<sup>†</sup> This Notice provides information about your rights under the New York State Human Rights Law, which applies to persons residing anywhere in New York State. Local laws may provide protections in addition to those described in this Notice, but local laws cannot decrease your protections.

services; Changes to common areas of the building so you have an equal opportunity to use the building. The New York State Human Rights Law requires housing providers to pay for reasonable modifications to common use areas.

Examples of reasonable modifications and accommodations that may be requested under the New York State Human Rights Law include:

If you have a mobility impairment, your housing provider may be required to provide you with a ramp or other reasonable means to permit you to enter and exit the building.

If your healthcare provider provides documentation that having an animal will assist with your disability, you should be permitted to have the animal in your home despite a “no pet” rule.

If you need grab bars in your bathroom, you can request permission to install them at your own expense. If your housing was built for first occupancy after March 13, 1991 and the walls need to be reinforced for grab bars, your housing provider must pay for that to be done.

If you have an impairment that requires a parking space close to your unit, you can request your housing provider to provide you with that parking space, or place you at the top of a waiting list if no adjacent spot is available.

If you have a visual impairment and require printed notices in an alternative format such as large print font, or need notices to be made available to you electronically, you can request that accommodation from your landlord.

### **Required Accessibility Standards**

All buildings constructed for use after March 13, 1991, are required to meet the following standards:

Public and common areas must be readily accessible to and usable by persons with disabilities;

All doors must be sufficiently wide to allow passage by persons in wheelchairs; and

All multi-family buildings must contain accessible passageways, fixtures, outlets, thermostats, bathrooms, and kitchens.

If you believe that your building does not meet the required accessibility standards, you can file a complaint

with the New York State Division of Human Rights.

### **How to File a Complaint**

A complaint must be filed with the Division within one year of the alleged discriminatory act or in court within three years of the alleged discriminatory act. You can find more information on your rights, and on the procedures for filing a complaint, by going to [www.dhr.ny.gov](http://www.dhr.ny.gov), or by calling 1-888-392-3644. You can obtain a complaint form on the website, or one can be e-mailed or mailed to you. You can also call or e-mail a Division regional office. The regional offices are listed on the website.



## Homes and Community Renewal

### Notice of Occupancy Rights under the Violence Against Women Act<sup>1</sup>

#### To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>2</sup> This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

#### Protections for Applicants

If you otherwise qualify for the rental housing or program, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

#### Protections for Tenants

You may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

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<sup>1</sup> Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

<sup>2</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

### **Removing the Abuser or Perpetrator from the Household**

Tait Lane Reserve LLC may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If TAIT LANE RESERVE LLC chooses to remove the abuser or perpetrator, TAIT LANE RESERVE LLC may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, TAIT LANE RESERVE LLC must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, TAIT LANE RESERVE LLC must follow Federal, State, and local eviction procedures. In order to divide a lease, TAIT LANE RESERVE LLC may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

## **Moving to Another Unit**

Upon your request, TAIT LANE RESERVE LLC may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, TAIT LANE RESERVE LLC may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form or may accept another written or oral request.
- (3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from

further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

TAIT LANE RESERVE LLC will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

TAIT LANE RESERVE LLC's emergency transfer plan provides further information on emergency transfers, and TAIT LANE RESERVE LLC must make a copy of its emergency transfer plan available to you if you ask to see it.

### **Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

TAIT LANE RESERVE LLC can, but is not required to, ask you to provide documentation to “certify” that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from TAIT LANE RESERVE LLC must be in writing, and TAIT LANE RESERVE LLC must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. TAIT LANE RESERVE LLC may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to TAIT LANE RESERVE LLC as documentation. It is your choice which of the following to submit if TAIT LANE RESERVE LLC asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by TAIT LANE RESERVE LLC with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that TAIT LANE RESERVE LLC has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, TAIT LANE RESERVE LLC does not have to provide you with the protections contained in this notice.

If TAIT LANE RESERVE LLC receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), TAIT LANE



RESERVE LLC has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, TAIT LANE RESERVE LLC does not have to provide you with the protections contained in this notice.

### **Confidentiality**

TAIT LANE RESERVE LLC must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

TAIT LANE RESERVE LLC must not allow any individual administering assistance or other services on behalf of TAIT LANE RESERVE LLC (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

TAIT LANE RESERVE LLC must not enter your information into any shared database or disclose your information to any other entity or individual. TAIT LANE RESERVE LLC, however, may disclose the information provided if:

- You give written permission to TAIT LANE RESERVE LLC to release the information on a time limited basis.
- TAIT LANE RESERVE LLC needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires TAIT LANE RESERVE LLC or your landlord to release the information.

VAWA does not limit TAIT LANE RESERVE LLC's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

## **Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, TAIT LANE RESERVE LLC cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if TAIT LANE RESERVE LLC can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If TAIT LANE RESERVE LLC can demonstrate the above, TAIT LANE RESERVE LLC should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

### **Other Laws**

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

## **For Additional Information**

If you feel that they have been incorrectly denied your rights under VAWA, you should contact NYS Homes and Community Renewal (HCR) at [FEHO@hcr.ny.gov](mailto:FEHO@hcr.ny.gov).

For questions regarding VAWA, please contact the management company, known as NRP Management LLC Fair Housing Coordinator at 1228 Euclid Avenue Suite 400, Cleveland, OH 44115.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY).

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

HCR has also created the HCR VAWA Local Services Provider List of local organizations, including housing and legal service providers, that support individuals who are or have been victims of domestic violence, available at

<https://hcr.ny.gov/system/files/documents/2018/11/hcrvawaresourcelist.pdf>

You may view a copy of HUD's final VAWA rule at

<https://www.federalregister.gov/documents/2016/12/06/2016-29213/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs-correction>

Additionally, TAIT LANE RESERVE LLC must make a copy of HUD's VAWA regulations available to you if you ask to see them.

**Attachment:** Certification form HUD-5382

**VAWA Permission to Share/Store Information and Identity Electronically and in Hard Copy**

Date:

Applicant/Resident Name:

Address:

I, \_\_\_\_\_ of \_\_\_\_\_  
hereby grant (Applicant/Resident) (Community)

NRP Management LLC (NRP) and its affiliates permission to share and store written and electronic information regarding my case as invoked by the Violence Against Women Act, also known as VAWA. All VAWA requests, forms, and determined outcomes will be included by signing this release. Information will only be accessed or shared as necessary to afford or reject VAWA protections, as required for eviction proceedings or as required by law.

Information will be stored with NRP's Risk Management Department, off-site in a secure manner.

No information regarding your request or outcome of said case will be stored on the Community premises.

\_\_\_\_\_  
Signature of Applicant/Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Community Manager

\_\_\_\_\_  
Date



**FOR OFFICE USE ONLY**

(Record with a date & time stamp OR write in and initial the date and time the application was received)

**Date & Time Received:**

**Property Name:**

**Unit Number:**

**Effective Date:**

**TO BE COMPLETED BY APPLICANT**

**Head of Household Name:**

**State Issued ID # (Head of Household):**

**State:**

**Home phone:**

**Cell phone:**

**Email:**

**Preferred Number of Bedrooms:**



We encourage and support the nation's affirmative housing program in which there are no barriers to obtaining housing because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, familial status, age, marital status, or handicap.



**FOR APPLICANT USE ONLY**

Please answer all applicable questions. Each household member age 18 years or older and under 18 if head, spouse, or co-head must sign and date the application.

NOTE: Any applicant who purposefully falsifies, misrepresents or withholds any information related to program eligibility, or submits inaccurate and/or incomplete information on this application or during the interview, may be rejected for housing.

**HOUSEHOLD COMPOSITION**

1. **List the Head of Household and all other persons who will be living in the unit. Give the relationship of each household member to the head of household.**

Member #	Household member First name, middle initial, and last name	Relationship	Date of Birth	Sex If decline, put "D"	Marital Status (optional)	Student Status this and/or next calendar year	Disabled?	SSN
1		HEAD				Full-Time Part-Time Not a Student	Yes No Decline	
2						Full-Time Part-Time Not a Student	Yes No Decline	
3						Full-Time Part-Time Not a Student	Yes No Decline	
4						Full-Time Part-Time Not a Student	Yes No Decline	
5						Full-Time Part-Time Not a Student	Yes No Decline	
6						Full-Time Part-Time Not a Student	Yes No Decline	
7						Full-Time Part-Time Not a Student	Yes No Decline	
8						Full-Time Part-Time Not a Student	Yes No Decline	
9						Full-Time Part-Time Not a Student	Yes No Decline	



We encourage and support the nation's affirmative housing program in which there are no barriers to obtaining housing because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, familial status, age, marital status, or handicap.



**HOUSEHOLD QUESTIONS**

The following questions pertain to yourself and everyone who will occupy the unit. Check either **Yes** or **No** in response to each question. An explanation must be provided below if the answer is **Yes**. Use additional sheets, if necessary.

2. <b>Will any member of the household require a live-in aide?</b>	Yes	No	If <b>Yes</b> , list name(s) below:
3. <b>Is any member of this household temporarily absent, but under normal conditions would live in the unit?</b>	Yes	No	If <b>Yes</b> , list name(s) below:
4. <b>Have you or any member of your household ever used different names from the names given on this application?</b>	Yes	No	If <b>Yes</b> , explain:
5. <b>Have you or any member of your household ever used social security numbers different from those listed on this application?</b>	Yes	No	If <b>Yes</b> , explain:
6. <b>Do you anticipate any change in your household (someone moving in or out) during the next 12 months?</b>	Yes	No	If <b>Yes</b> , list name(s) below:
7. <b>Will all minor household members live in this unit with a parent or guardian who has at least 50% custody?</b>	Yes	No	If <b>No</b> , list name(s) below:    N/A
8. <b>Does/Will this household receive rent assistance?</b>	Yes	No	If <b>Yes</b> , please indicate the source (Housing Choice Voucher, Rural Development RA, etc.)
9. <b>List all states and counties in which all household members have ever lived:</b>			



We encourage and support the nation's affirmative housing program in which there are no barriers to obtaining housing because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, familial status, age, marital status, or handicap.



## INCOME INFORMATION

For each household member (including temporarily absent and/or foster family members), list current and anticipated income sources for the twelve-month period beginning on the anticipated move-in date. All information must be verified. Include all full-time, part-time, or seasonal income even if completing this application in the off-season.

Include income for all members of the household

10. <b>Employment wages/salaries</b> (include tips, bonuses, commissions, and seasonal employment)	Yes	No
11. <b>Regular pay for a member of the military</b>	Yes	No
12. <b>Self-Employment</b> (Including digital income sources such as app-based driving services, e-commerce sales, and video-based platforms)	Yes	No
13. <b>Unemployment benefits or severance pay</b>	Yes	No
14. <b>Workers' compensation or other insurance settlements</b>	Yes	No
15. <b>Social Security Income</b> (including Social Security, Social Security Disability Insurance (SSDI), and Retirement, Survivors, and Disability Insurance (RSDI))	Yes	No
16. <b>Supplemental Security Income (SSI)</b>	Yes	No
17. <b>Disability benefits</b>	Yes	No
18. <b>Public assistance</b> (TANF, GA, W2, AFDC, cash assistance, etc. - excluding food stamps and medical assistance)	Yes	No
19. <b>Child support</b> (answer yes if you have a court order or informal agreement, even if you are receiving less than the full amount awarded)	Yes	No
20. <b>Alimony/Spousal maintenance</b>	Yes	No
21. <b>Regular cash and non-cash contributions</b> (including assistance with paying rent, bills or gifts from individuals not living in the unit - excluding groceries)	Yes	No
22. <b>Student financial aid</b> (public or private - excluding student loans)	Yes	No
23. <b>Veterans benefits</b>	Yes	No
24. <b>Regular payments from pensions</b> (including PERA, railroad, etc.)	Yes	No
25. <b>Regular payments from retirement benefits</b>	Yes	No
26. <b>Periodic payments from Indian Trusts</b>	Yes	No
27. <b>Death benefits</b> (receiving income as a beneficiary of annuities, pensions, life insurance, etc.)	Yes	No
28. <b>Regular payments from annuities or life insurance dividends</b>	Yes	No
29. <b>Other (list):</b>	Yes	No

30. <b>Does any adult member of the household have zero income?</b>	Yes	If Yes, please list name(s):	No
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**INCOME DETAILS**

Please provide additional information for each source of income the household answered YES to on the previous page.

Item Number	Member Name	Gross Annual Income	Income Source Name and Mailing Address	Income Source Phone or Fax Number
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		



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**ASSET INFORMATION**

For each household member (including children), list all assets. All information must be verified.

Include assets for all members of the household

31. <b>Checking accounts</b>	Yes	No
32. <b>Savings accounts</b>	Yes	No
33. <b>Cash Card</b> (including government benefits cards)	Yes	No
34. <b>Stocks</b>	Yes	No
35. <b>Bonds</b>	Yes	No
36. <b>Money Market/Mutual Funds</b>	Yes	No
37. <b>Certificate of Deposit</b>	Yes	No
38. <b>Trust</b>	Yes	No
39. <b>Lump Sum Receipts</b> (ie. from inheritances, insurance settlements, lottery winnings, or capital gains)	Yes	No
40. <b>401(k) or 403(b) Account</b>	Yes	No
41. <b>IRA Account</b>	Yes	No
42. <b>Keogh Account</b>	Yes	No
43. <b>Capital Investments</b>	Yes	No
44. <b>Real Estate</b>	Yes	No
45. <b>Land Contracts</b>	Yes	No
46. <b>GoFundMe/Crowdsourcing Funds</b>	Yes	No
47. <b>Bitcoin/Cryptocurrency</b>	Yes	No
48. <b>Life Insurance Policies</b> (excluding Term Life Insurance)	Yes	No
49. <b>Pension/Annuity/Other Retirement Accounts</b>	Yes	No
50. <b>Cash on Hand</b>	Yes	No
51. <b>Personal items held as an investment</b>	Yes	No
52. <b>Other (list):</b>	Yes	No

**ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE**

53. I/We hereby certify that I/We **have** **have not sold or given away any assets within the last two years where the amount received was \$1,000 or more below the total fair market value**

If applicable: Identify assets sold or disposed of for less than fair market value

Household Member	Asset Type	Market Value	Date Sold/Disposed	Amount Received
		\$		\$
		\$		\$
		\$		\$
		\$		\$



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ASSET DETAILS

Please provide additional information for each asset source the household answered YES to on the previous page.

Item Number	Member Name	Financial Institution	Market Value	This asset... <small>* indicate only if owned with someone outside of the household</small>	Interest Rate	Annual Income
			\$	Is jointly owned* Earns income (ie. interest, dividends, etc.)	%	\$
			\$	Is jointly owned* Earns income (ie. interest, dividends, etc.)	%	\$
			\$	Is jointly owned* Earns income (ie. interest, dividends, etc.)	%	\$
			\$	Is jointly owned* Earns income (ie. interest, dividends, etc.)	%	\$
			\$	Is jointly owned* Earns income (ie. interest, dividends, etc.)	%	\$
			\$	Is jointly owned* Earns income (ie. interest, dividends, etc.)	%	\$
			\$	Is jointly owned* Earns income (ie. interest, dividends, etc.)	%	\$
			\$	Is jointly owned* Earns income (ie. interest, dividends, etc.)	%	\$
			\$	Is jointly owned* Earns income (ie. interest, dividends, etc.)	%	\$
			\$	Is jointly owned* Earns income (ie. interest, dividends, etc.)	%	\$
			\$	Is jointly owned* Earns income (ie. interest, dividends, etc.)	%	\$
			\$	Is jointly owned* Earns income (ie. interest, dividends, etc.)	%	\$
			\$	Is jointly owned* Earns income (ie. interest, dividends, etc.)	%	\$
			\$	Is jointly owned* Earns income (ie. interest, dividends, etc.)	%	\$
			\$	Is jointly owned* Earns income (ie. interest, dividends, etc.)	%	\$
			\$	Is jointly owned* Earns income (ie. interest, dividends, etc.)	%	\$
			\$	Is jointly owned* Earns income (ie. interest, dividends, etc.)	%	\$



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**SPECIAL UNIT REQUIREMENT(S) QUESTIONNAIRE**

54. **Applicant name**

55. **Applicant signature**

**Date**

The following section is optional and is used to help determine eligibility for special accessible housing features. All answers will be verified.

56. **Would you like to provide information to help determine your eligibility for special accessible housing features?**  
**Yes**      **No** (If No, skip to the next page)

To qualify for an accessible unit, a household member must have a physical impairment that:

- is expected to be of long-continued and indefinite duration
- substantially impedes the person’s ability to live independently
- is such that the person’s ability to live independently could be improved by more suitable housing conditions

57. **Do you or a household member have a mobility impairment which meets the definitions stated above?**      Yes      No

58. **If yes, list name(s) of family members:**

59. **Do you or a household member have a condition which requires (check those that apply):**

- a separate bedroom
- a unit for a visually-impaired person
- a unit for a hearing-impaired person
- a barrier-free apartment
- a one-level unit
- a bathroom on the first floor
- other physical modifications, please explain: \_\_\_\_\_

60. **Please explain exactly what you need to accommodate your situation:**

61. **Who should we contact to verify your need for the above housing features?**

Name

Address

City	State	Zip	Phone
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**SIGNATURES**

I/We understand the information in this application will be used to determine eligibility for housing assistance programs and that this information will be verified. I/We understand that any false information may make me/us ineligible for a unit. I/We hereby affirm that the foregoing information is true and complete to the best of my/our knowledge, and authorized the owner to make inquiries to verify the statement herein. I/We understand that if any of this information is false, misleading or incomplete, management may decline our application or, if move-in has occurred, terminate my/our lease agreement. I/We understand that any action(s) by myself/ourselves or my/our household members, whether verbal or nonverbal, that harass, intimidate, threaten or are perceived by management to harass, intimidate or threaten the health or safety of the management staff or interfere with the management of the property is grounds for management to decline my/our application for housing. I/We understand that if I/we or any member or my/our household suggest or offer bribes of money, material goods, etc., to the management staff responsible for determining either my/our placement on the waiting list or processing of my/our housing application is grounds for management to decline my/our application for housing. I/We authorize management to make any and all inquiries to verify this information, directly or through information exchanged now or later with rental and credit screening services, and to contact previous and current landlords or other sources for credit and verification information which may be released to appropriate federal, state or local agencies. If my/our application is approved, and move-in occurs, I/we certify that only the occupants listed on this application will occupy the unit, and that this will be my/our only residence. I/We agree to notify management in writing regarding any changes in household address, telephone numbers, income and household composition. My/Our signature(s), as indicated below, acknowledge that I/we have read and completed each section of this rental application, as applicable.

All household members age 18 or older (and under age 18 if Head, Spouse, or Co-Head) must sign and date below:

Under penalty of perjury, I/we certify that the information presented in this application is true and accurate to the best of my/our knowledge. The undersigned further understand(s) that providing false representations herein constitutes an act of fraud. False, misleading, or incomplete information may result in the termination of a lease agreement.

1.	<b>Applicant Signature</b>	<b>Date</b>
2.	<b>Applicant Signature</b>	<b>Date</b>
3.	<b>Applicant Signature</b>	<b>Date</b>
4.	<b>Applicant Signature</b>	<b>Date</b>
5.	<b>Applicant Signature</b>	<b>Date</b>
6.	<b>Applicant Signature</b>	<b>Date</b>
7.	<b>Applicant Signature</b>	<b>Date</b>
8.	<b>Applicant Signature</b>	<b>Date</b>
9.	<b>Applicant Signature</b>	<b>Date</b>



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