

201 North Broad Street, Suite 109
Mankato, MN 56001
507.345.1290
FAX 507.387.6843
smr@smrrental.com

RESIDENT SELECTION CRITERIA

A rental application, credit, rental references and criminal report must be processed on all prospective residents 18 years of age or older. Applications will not be approved from un-emancipated minors and/or persons under the age of 18.

A NON-REFUNDABLE Application Fee in the amount of \$25.00 will be required of each person of age unless prohibited by local governing agencies. No application will be processed without the non-refundable Application Fee(s). **This fee MUST be in the form of a money order/cashier's check payable to the project name.**

SMR will adhere to Fair Housing Act as amended, prohibiting discrimination in housing based on race, color, religion, sex, national origin, familial status or disability.

Please review this information before completing the application and paying the application processing fee, which is non-refundable. Falsification of information on the application will result in denial of residency and loss of security deposit as liquidated damages for our time and expense.

Each applicant must provide an original and valid local, state or federal government issued photo identification at the point of application for verification purposes.

Rental History/References

Applicants must provide verifiable present and past residency information including any out of state residences during the past two years (24 months). Each applicant's rental references, criminal/credit report will be reviewed. If applicant takes exception with the findings, the applicant is responsible and has the right to contact the credit reporting, rental reference agent/agencies. In the event the discrepancy can be cleared up, the applicant will be considered on the basis of the new information.

Applicant may be denied for the following:

Criminal Background History

- Applicant or Occupant will be denied for any conviction of a sexual crime when applicant is register as a sex offender.
- Applicant/Occupant may be denied for three consecutive convictions within 3 years (36 months).

Felony Conviction

Applicant or Occupant may be denied for any felony conviction for offenses against property, animals, persons, fraud, computers, family relations, government, public peace, gambling, firearms, organized crime, illegal drugs, sexual nature, alcohol, victimless offenses, public peace for minimum of 7 years and maximum of 50 years, from conviction date.

Gross Misdemeanor Conviction

Applicant or Occupant will be denied for any Gross Misdemeanor conviction for offenses against property, animals, persons, fraud, computers, family relations, sexual nature, government, public peace, firearms, organized crime, illegal drugs, victimless offenses, public peace for minimum of 5 years and maximum of 35 years, from conviction date.

Misdemeanor/Petty Misdemeanor Conviction

Applicant or Occupant will be denied for any Misdemeanor/Petty Misdemeanor conviction for offenses against property, animals, persons, fraud, computers, family relations, government, public peace, gambling, firearms, organized crime, illegal drugs, alcohol, victimless offenses, sexual nature, public peace for minimum of 2 years and maximum of 15 years, from conviction date.

Credit/References/Past Behavior

- Applicant or occupant may be denied for a history or not meeting financial obligations, or a history of disturbing neighbors, violations of previous rental agreements, or evictions.
- Applicant or occupant will be denied if previous landlord would not relet due to lease violations.

Income Limit

- Applicant (s) must meet the required income guidelines set forth by the project.

Applicants may be denied for the following:

- Adverse information received during the interview process related to eligibility, received on the application and the information contained in a rental references, consumer credit report or a criminal records report.
- The applicant does not meet the requirements of the Fair Housing/Tenant Selection Occupancy Policy.
- Anyone having been and/or in the process of being terminated/evicted from a previous landlord for just cause.
- Falsification, misrepresentation or withholding of information or submission of inaccurate and/or incomplete information on any application or during the interview related to eligibility, award of preference for admission, family composition, or rent.
- Refusal to comply with housing program requirements, policies, and/or procedures.

The household characteristics/number of occupants per apartments exceeds the following guidelines:

Studio	1 occupant
1 bedroom	2 occupants
2 bedrooms	4 occupants
3 bedrooms	6 occupants

I/WE HEREBY CONSENT TO ALLOW SMR, TO OBTAIN AND VERIFY MY CREDIT, CRIMINAL AND RELATED INFORMATION FOR THE PURPOSE OF DETERMINING WHETHER OF NOT TO LEASE TO ME AN APARTMENT OR TOWNHOME, I UNDERSTAND THAT SHOULD I LEASE AN APARTMENT OR TOWNHOME, THE COMMUNITY IN WHICH I HAVE APPLIED AND ITS AGENT/S SHALL HAVE A CONTINUING RIGHT TO REVIEW MY CREDIT INFORMATION, PAYMENT HISTORY AND OCCUPANCY HISTORY FOR ACCOUNT REVIEW PURPOSES AND FOR IMPROVING APPLICATION METHODS.

I/WE HAVE READ UNDERSTOOD AND AGREE TO THE ABOVE TERMS AND CONDITIONS THEREOF FROM WHICH MY/OUR APPLICATION WILL BE PROCESSED.

Prospective Resident Date

Prospective Resident Date

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OFFICE USE

Date Received: _____

Time Received: _____

Certification Effective Date:

• Move-in _____

• Recertification _____

Household certifying for the following program(s):

*RD *HTC *HOME *PARIF *RRDL

*FHLB *GMFH

Application For Occupancy**Household Composition**

Applicants/residents, complete this application in your own handwriting. List all persons who will be living in the unit. Give the relationship of each family member to the head of household. If this eligibility application is being completed by an applicant who is applying for occupancy with an existing household, only include the information for the new applicant. **Each household member age 18 years or older and under age 18 if head, spouse, or co-head of household must disclose income and assets and sign and date this application.** All Housing Tax Credit Program households must also complete an Annual Student Certification (HTC 35).

	Household Member's Name (include middle initial)	Relationship	Date of Birth	Has/Will this person be a student* during this and/or the upcoming calendar year? YES/NO	Social Security Number
1		HEAD			
2					
3					
4					
5					
6					

*Include public and private elementary, junior & senior high, college, university, technical, trade, and mechanical schools. Do not include on-the-job training courses.

Household Information

Street Address _____

City _____ State _____ Zip _____

Primary Phone # _____ Alternate Phone # _____

Email _____

Emergency Contact _____ Phone # _____

Housing References**Present Address** _____ City _____ State _____ Zip _____

From _____ to _____ (Mth/Yr) Reason for Leaving _____

Landlord _____ Landlord Phone # _____

Address _____ City _____ State _____ Zip _____

Previous Address _____ City _____ State _____ Zip _____

From _____ to _____ (Mth/Yr) Reason for Leaving _____

Landlord _____ Landlord Phone # _____

Address _____ City _____ State _____ Zip _____



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Household Income

List current and anticipated income for the twelve-month period beginning on the anticipated move-in date or effective date of recertification. **Include all full time, part time, or seasonal income even if completing this application in the off season.**

By completing this application you are consenting to release all wage matching data

DOES ANY MEMBER RECEIVE OR EXPECT TO RECEIVE

(Check **YES** or **NO** to each item, as applicable, and include gross monthly amount. List sources on page 3.):

YES	NO	Gross Monthly Amount
		1. Wages, salaries (include overtime, tips, bonuses, commissions, etc.) \$
		2. Does any member work for someone who pays them in cash or is self employed. \$
		3. Regular pay for a member of the armed forces \$
		4. Public Assistance (MFIP, GA) \$
		5. Workers compensation \$
		6. Unemployment benefits or severance pay \$
		7. Student financial assistance (public or private, not including student loans) \$
		8. Child support (check yes if you have a court order, even if you are not receiving the full amount) \$
		9. Alimony/Spousal Maintenance \$
		10. Social Security income (include unearned income of minor children) \$
		11. Disability benefits including social security disability \$
		12. Regular payments from pensions (PERA, railroad, etc.) \$
		13. Regular payments from retirement benefits \$
		14. Death Benefits \$
		15. Regular payments from annuities or life insurance dividends \$
		16. Regular payments from inheritance, insurance settlement, lottery winnings, etc. \$
		17. Net income from rental property \$
		18. Regular cash and non-cash contributions, assistance with paying bills or gifts from individuals not living in the unit (not including groceries) \$
		19. Are any changes to income expected within the next 12 months due to a raise, bonus or other reason \$
		20. Other (list) \$

Household Assets

DOES ANY HOUSEHOLD MEMBER (INCLUDING CHILDREN) HAVE MONEY HELD IN:

YES	NO	Current Balance
		21. Checking Accounts \$
		22. Savings Accounts \$
		23. Cash cards used to receive government benefits or other income \$
		24. Capital Investments \$
		25. Bonds \$
		26. Trusts (include Trusts, 401K, etc., only if the accounts are accessible to the household prior to termination of employment, retirement, or death. If you are unsure, list the account and it will be verified) \$
		27. Securities \$
		28. Whole or Universal Life Insurance Policy (do not include term life insurance) \$
		29. 401K \$
		30. IRA/KEOGH Accounts \$
		31. Certificates of Deposit \$
		32. Pension/Retirement/Annuity accounts \$
		33. Money Market Funds \$
		34. Treasury Bills \$
		35. Stocks \$
		36. Lump Sum Payment (i.e., inheritance, insurance settlement, lottery winnings, capital gains) \$
		37. Are any accounts held jointly with someone not in the unit? Which account and with whom? \$
		38. Other \$
		Value
		39. Do you own a home or other real estate? If yes list address \$
		40. Do you receive payments for a home you sold by contract for deed? \$
		41. Do you have any coin collections, antique cars, gems/jewelry, or other items held as an investment \$
		42. Are any assets held jointly with another person? List person and asset(s) \$



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DO NOT LEAVE THIS SECTION BLANK.

From **1-42, income and assets** above, provide contact information for all "YES" checked items. All information must be verified. (If a household member has more than one source of income and/or asset, use a separate line for each source. Use additional sheets, if necessary.)

Item Number	Household Member	Name and address of income or asset source	Contact name and phone/fax

Deductions and Allowances

YES	NO		Amount
Day Care			
		Do you have child care expenses for child/ren under age 13 because you work, are actively seeking employment or attending school? If yes, name of provider _____	\$
		Is any portion paid by another person or agency? If yes, name of provider _____	\$
		Do you pay for a Care Attendant or any equipment for a handicapped member of the household necessary to permit that person or someone else in the household to work? If yes, name of provider _____	\$
		Is any portion paid by another person or agency? If yes, name of provider _____	\$
Medical- Complete if the head of household, co-head or spouse are at least 62 years old, handicapped or disabled.			
		Do you have Medicare	\$
		Do you have any other kind of insurance If yes, name of insurer _____	\$
		Do you receive medical assistance? If yes, do you have a monthly spend down? _____	\$
		Do you pay for prescription medication? If yes, name of pharmacy _____	\$
		Do you have any non-prescription (over the counter) medication that your doctor has requested you to use on a regular basis (e.g., insulin, aspirin, etc.)? _____	\$
		Do you have any outstanding medical bills on which you are paying? If yes, indicate the types of bills owed: _____	\$
		Do you expect to have extraordinary medical/dental expenses in the next 12 months? If yes, list the amount and type of expenses _____ Name and facility where this can be verified: _____ Doctor's name: _____	\$



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Additional Information

The following questions pertain to every member of the household. Check either YES or NO in response to each question. Add an explanation below for all items checked YES.

Yes	No	
		Will any household member, including children, live in the unit on a less than full time basis?
		Is any member of the household a veteran? If yes, name(s) _____
		Do you anticipate any change in your household (someone moving in or out) during the next 12 months?
		Does any adult member of the household have zero income? If yes, name(s) _____
		Does/will the household receive rent assistance? If so, indicate from what source (Section 8, Rural Development, etc.) _____
		Does your household have any needs that might be better served by a unit which is accessible to persons with mobility, hearing, or visual impairments?

Explanation:

Please list every state that each household member has lived: _____

Are you or any member of the household subject to a lifetime sex offender registration requirement in any state? _____

Have you ever been evicted from any type of housing? _____

Have you ever been convicted of a felony? _____

Is at least one member of your household a US Citizen or eligible immigrant? _____

I/We hereby certify that I/We ☐ Have ☐ Have not sold or given away any assets for less than Fair Market Value during the two year (24 month) period preceding the date of this questionnaire. Any assets sold or disposed of for less than Fair Market Value must be identified below:

Household Member	Asset and Estimated Market Value	Date sold/disposed	Amount Received
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

SIGNATURES

I/we certify that the foregoing information is true and complete to the best of my/our knowledge, and authorize the Landlord to make inquiries to verify the statements herein. I/we further understand that any intentional misrepresentation on this form might result in a default in the rental agreement and/or eviction of this household. If any of the aforementioned information changes, I/we agree to notify Landlord immediately.

Applicant/Resident Signature _____ Date _____

Applicant/Resident Signature _____ Date _____

Applicant/Resident Signature _____ Date _____

Applicant/Resident Signature _____ Date _____

This applicant/resident required assistance in completing the Household Questionnaire due to: _____

Assistance was provided by: _____ Date: _____



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Authorization for Release of Information

By signing this form, I/we agree to have all of my/our income, assets, school statuses, and medical expense information verified by the Owner/Management Company that are necessary for the application and the recertification process.

The information obtained will be used only for determining eligibility and will be kept confidential.

I/We hereby authorize the release of the requested information. I/We also acknowledge that photocopies of this authorization may be used for the purposes stated above. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances which would require the Owner to verify information that is up to 5 years old, which would be authorized by me/us on a separate consent, attached to a copy of this consent.

Tenant Signature

Cotenant Signature

Cotenant Signature

Date

"Title 18, Section 1001 of the U.S. 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 and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper use of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly 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. Penalty provisions for misusing the social security number are contained in the **Social Security Act at 208 (a) (6), (7) and (8). Violation of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).**

1/2016

PRINT NAME(S) OF HOUSEHOLD MEMBERS SIGNING THIS FORM	

Minnesota Housing Finance Agency ("Minnesota Housing") is asking you to supply information that relates to your application to occupy, or continue to occupy, a unit in the following property ("Property"):

Some of the information you are being asked to provide to Minnesota Housing may be considered private or confidential under the Federal Privacy Act of 1974, and the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13. Section 13.04(2) of that law requires that you be notified of the matters included in this Disclosure Statement before you are asked to provide that information to Minnesota Housing. The owner of the Property ("Owner") may also ask you to supply information that relates to your application. The Owner's request for information is not governed by the Minnesota Government Data Practices Act.

1. Minnesota Housing is asking for information that is necessary for the administration and management of a State or Federal program to provide housing for low and moderate-income families. Some information may be used to establish your eligibility to initially occupy, or to continue to occupy, a unit in the Property and/or to receive either State or Federal rental assistance. Some information may be used to assist Minnesota Housing and its contractors for research purposes and the evaluation and management of some of the programs it operates.

2. As part of your application, you are asked to supply the information contained in each of the following Attachments that are checked with an "X" (all checked boxes apply):

- ☐ Attachment 1 – For Section 8, 236, 202 & 811
- ☐ Attachment 2 – For Housing Tax Credit, Section 1602, bond funded NCTC or bond funded LMIR First Mortgage, MARIF, HOPWA, HOME and National Housing Trust Fund
- ☐ Attachment 3 – For Deferred Loans (not MARIF, HOPWA, HOME, or NHTF), Apartment Renovation Mortgages & non-bond funded NCTC or non-bond funded LMIR First Mortgages

Each Attachment has two parts: Part A and Part B.

3. The information asked for under Part A of the checked Attachment(s) may be used by Minnesota Housing to establish your eligibility to occupy a unit in the Property or to receive State or Federal rental assistance. If you refuse to supply any portion of the information asked for under Part A of the checked Attachment(s), you may not qualify for initial or continued occupancy of a unit in the Property or for receipt of State or Federal rental assistance.

4. The information asked for under Part B of the checked Attachment(s) will help Minnesota Housing evaluate and manage some of the programs it operates and supplying this information will be very helpful to Minnesota Housing. Your failure to provide any of the information asked for under Part B of the checked Attachment(s) will not affect whether or not you qualify for initial or continued occupancy of a unit in the Property or for State or Federal rental assistance.

5. The Owner may also ask for information to determine whether or not it will rent a unit in the Property to you. Supplying or refusing to supply any information requested by the Owner will not affect a decision by Minnesota Housing, but could affect the Owner's decision of whether it will rent a unit to you. The determination by the Owner is separate from Minnesota Housing's determination and Minnesota Housing does not participate, in any way, in the Owner's decision.

6. All of the information that you supply to Minnesota Housing will be accessible to staff of Minnesota Housing and its contractors and may be made available to staff of the Office of the Minnesota Attorney General, the United States Department of Housing and Urban Development, the United States Internal Revenue Service, and other persons and/or governmental entities who have statutory authority to review the information, investigate specific conduct, and/or take appropriate legal action, including but not limited to law enforcement agencies, courts and other regulatory agencies. The information may also be provided by Minnesota Housing to the Owner's management agents of the Property.

7. This Disclosure Statement remains in effect for as long as you occupy a unit in the property and are a participant in the program(s) identified in #2, above.

I was (We were) supplied with a copy of and have read this Minnesota Housing Finance Agency Government Data Practices Act Disclosure Statement and the Attachment(s) identified in #2, above.

Head of household, spouse, co-head and all household members age 18 or older must sign below:

Applicant/Tenant Signature _____	Date _____
Applicant/Tenant Signature _____	Date _____
Applicant/Tenant Signature _____	Date _____
Applicant/Tenant Signature _____	Date _____



RELEASE OF INFORMATION



COMMUNITY YOU ARE APPLYING FOR: _____

I authorize Screening Reports, Inc. (SRI) to do a complete investigation of all information provided on my application. I have personally filled in and/or reviewed all information listed on my application. A complete investigation may include any or all of the following: Credit Report, Criminal Record, Rental History References and Personal Interviews with references. I acknowledge that SRI provides reports to apartments and does not participate in the approval or denial process. I acknowledge that SRI monitors criminal activity and reports it promptly to the community. My signature below authorizes all entities listed on application to release rental, job history (including salary) and criminal record information.

ARBITRATION AGREEMENT("AGREEMENT")

I agree to arbitrate all disputes and claims arising out of or relating to actions taken by SRI or its agents and assigns in acquiring and reporting information relating to my application. Before I seek arbitration, I will first provide written Notice of Claim or Dispute ("Notice") to SRI, 220 Gerry Dr., Wood Dale, IL 60191 ("Notice Address"). The Notice must: (a) describe the nature and basis of my claim or dispute; and (b) include all supporting documentation to substantiate the basis for my claim or dispute. If I do not reach an agreement with SRI to resolve the claim or dispute within 30 days after the Notice is received, I may commence an arbitration proceeding.

To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise. I may bring claims against SRI in my individual capacity only, and not as a plaintiff or class member in any purported class or representative proceeding.

The arbitration shall be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association ("AAA"), as modified by this Agreement, and shall be administered by the AAA. The AAA rules are available at www.adr.org or by writing to the Notice Address.

Applicant Name

____ - ____ - ____
Social Security #

Date of Birth

Applicant Signature

Today's Date



RELEASE OF INFORMATION



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To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise. I may bring claims against SRI in my individual capacity only, and not as a plaintiff or class member in any purported class or representative proceeding.

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Applicant Name

____ - ____ - ____
Social Security #

Date of Birth

Applicant Signature

Today's Date



Rural Housing and Community Programs

Things You Should Know About USDA Rural Rental Housing

Don't risk losing your chances for federally assisted housing by providing false, incomplete, or inaccurate information on your application or recertification

Penalties for Committing Fraud

You must provide information about your household status and income when you apply for assisted housing in apartments financed by the U.S. Department of Agriculture (USDA). USDA places a high priority on preventing fraud. If you deliberately omit information or give false information to the management company on your application or recertification forms, you may be:

- Evicted from your apartment;
- Required to repay all the extra rental assistance you received based on faulty information;
- Fined;
- Put in prison and/or barred from receiving future assistance.

Your State and local governments also may have laws that allow them to impose other penalties for fraud in addition to the ones listed here.

How To Complete Your Application

When you meet with the landlord to complete your application, you must provide information about:

- **All Household Income.** List all sources of money that you receive. If any other adults will be living with you in the apartment, you must also list all of their income. Sources of money include:
 - Wages, unemployment and disability compensation, welfare payments, alimony, Social Security benefits, pensions, etc.;
 - Any money you receive on behalf of your children, such as child support, children's Social Security, etc.;
 - Income from assets such as interest from a savings account, credit union, certificate of deposit, stock dividends, etc.;
 - Any income you expect to receive, such as a pay raise or bonus.
- **All Household Assets.** List all assets that you have. If any other adults will be living with you, you must also list all of their assets. Assets include:
 - Bank accounts, savings bonds, certificates of deposit, stocks, real estate, etc.;
 - Any business or asset you sold in the last 2 years for less than its full value, such as selling your home to your children.

- **All Household Members.** List the names of all the people, including adults and children, who will actually live with you in the apartment, whether or not they are related to you.

Ask for Help if You Need It

If you are having problems understanding any part of the application, let the landlord know and ask for help with any questions you may have. The landlord is trained to help you with the application process.

Before You Sign the Application

- Make sure that you read the entire application and understand everything it says;
- Check it carefully to ensure that all the questions have been answered completely and accurately;
- Don't sign it unless you are sure that there aren't any errors or missing information.

By signing the application and certification forms, you are stating that they are complete to the best of your knowledge and belief. Signing a form when you know it contains misinformation is considered fraud.

- The management company will verify your information. USDA may conduct computer matches with other Federal, State or private agencies to verify that the income you reported is correct;
- Ask for a copy of your signed application and keep a copy of it for your records.

Tenant Recertification

Residents in USDA-financed assisted housing must provide updated information to the management company at least once a year. Ask your landlord when you must recertify your income.

You must **immediately** report:

- Any changes in income of \$100 or more per month;
- Any changes in the number of household members.

For your annual recertification, you must report:

- All income changes, such as increases in pay or benefits, job change or job loss, loss of benefits, etc., for any adult household member;

- Any household member who has moved in or out;
- All assets that you or your adult housemates own, or any assets that were sold in the last 2 years for less than their full value.

Avoid Fraud, Report Abuse

Prevent fraudulent schemes through these steps:

- Don't pay any money to file your application;
- Don't pay any money to move up on the waiting list;
- Don't pay for anything not covered by your lease;
- Get receipts for any money you do pay;
- Get a written explanation for any money you are required to pay besides rent, such as maintenance charges.

Report Abuse: If you know anyone who has falsified an application, or who tries to persuade you to make false statements, report him or her to the manager. If you cannot report to your manager, call your local or state USDA office at 1 (800) 670-6553, or write: USDA, STOP 0782, 1400 Independence Ave., SW, Washington, DC 20250.

If You Disagree With a Decision

Tenants may file a grievance in writing with the complex owner in response to the owner's actions, or failure to act, that result in a denial, significant reduction, or termination of benefits. Grievances may also be filed when a tenant disputes the owner's notice of proposed adverse action.

Notice of Adverse Action

The complex owner must notify tenants in writing about any proposed actions that may have adverse consequences, such as denial of occupancy and changes in the occupancy rules or lease. The written notice must give specific reasons for the proposed action, and must also advise tenants of the "right to respond to the notice within 10 calendar days after the date of the notice" and of "the right to a hearing." Housing complexes in areas with a concentration of non-English-speaking people must send notices in English and in the majority non-English language.

Grievance Process Overview

USDA believes that the best way to resolve grievances is through an informal meeting between tenants and the landlord or owner. Once the owner learns about a tenant grievance, the process should begin with an informal meeting between the two parties. Owners must offer to meet with tenants to discuss the grievance within 10 calendar days of receipt of the complaint. USDA encourages owners and tenants to try to reach a mutually satisfactory resolution to the problem at the meeting.

If the grievance is not resolved, the tenant must request a hearing within 10 days of receipt of the meeting findings. The parties will then select a hearing panel or hearing officer to govern the hearing. All parties are notified of the decision 10 days after the hearing.

When a Grievance Is Legitimate

The landlord must determine if a grievance is within the established rules for the program. For example, "I want to file a complaint because the manager doesn't speak to me" is not a legitimate complaint. However, "I want to file a complaint because the manager isn't maintaining the property according to USDA guidelines" is a legitimate complaint. Below are examples of cases in which tenants may and may not file a complaint.

A complaint may not be filed with the owner/management if:	A complaint may be filed with the owner/management if:
USDA has authorized a proposed rent change.	There is a modification of the lease, or changes in the rules or rent that are not authorized by USDA.
A tenant believes that he/she has been discriminated against because of race, color, religion, national origin, sex, age, familial status, or disability. Discrimination complaints should be filed with USDA and/or the Department of U.S. Housing and Urban Development (HUD), not with the owner/management.	The owner or management fails to maintain the property in a decent, safe, and sanitary manner.
The complex has formed a tenant's association and all parties have agreed to use the association to settle grievances.	The owner violates a lease provision or occupancy rule.
USDA has required a change in the rules and proper notices have been given.	A tenant is denied admission to the complex.
The tenant is in violation of the lease and the result is termination of tenancy.	
There are disputes between tenants that do not involve the owner/management.	
Tenants are displaced or other adverse effects occur as a result of loan prepayment.	

PA 1998

December 2008

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

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201 North Broad Street, Suite 109
Mankato, MN 56001
507.345.1290
FAX 507.387.6843
smr@smrrental.com

Tenant Statement Form

I/we have disclosed any assets and income, in their entirety, to SMR Management, Inc. in order to comply with the terms of my/our Lease. This information provided by me/us is true and correct to the best of my/our knowledge.

Tenant Signature

Cotenant Signature

Cotenant Signature

Date

"Title 18, Section 1001 of the U.S. 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 and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper use of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly 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. Penalty provisions for misusing the social security number are contained in the **Social Security Act at 208 (a) (6), (7) and (8). Violation of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).**"