

Briarwest

Affordable Tenant Selection Criteria

Effective 10/17/2023

We are delighted that you are interested in leasing at our apartment community. In order to help you make your decision, we have listed below the criteria for qualifying as a resident with us.

This development will comply with state and federal fair housing and anti discrimination laws; including, but not limited to, consideration of reasonable accommodations requested to complete the application process. Screening criteria will be applied in a manner that is consistent with all applicable laws, including the Texas and Federal Fair Housing Acts, the Fair Credit Reporting Act, program guidelines, and Texas Department of Housing and Community Affairs rules. Our criteria is available at the leasing office and on our website at all times. A copy of our criteria will be provided to all applicants when an application is submitted and is also available upon request at any time by prospective applicants, residents, and any other interested parties. Applications may be submitted at our leasing office, by mail at 2010 Winrock Blvd, Houston, TX 77057 or on our website <https://www.briarwest.com/>. Applications submitted by mail and electronically will be deferred until all application fees and deposits are received.

FEES AND DEPOSIT: An application fee of (\$55) will be charged per completed application. An administrative application fee of (\$150.00) will be charged for each household. An application deposit of (\$150) is due at the time the TAA Rental Application is submitted. The application deposit will be immediately applied toward the security deposit required for the apartment upon application approval. Any additional security deposit amount due must be paid before move-in, required security deposits are noted below. We will not hold an apartment or process an application without an application fee for each submitted application and application deposit being paid. In the event the application is declined for reasons that do not result in an application deposit being lawfully retained, it will take up to (30) days for the deposit to be refunded.

UNIT TYPE	Required Security Deposit
One Bedroom	\$400
Two Bedroom	\$400

OCCUPANCY POLICY All persons 18 or older must (A) Completed an application, and (B) Sign the lease - unless approved as permitted adult occupant. Emancipated minors must show written legal proof of status.

All persons residing in the apartment must be listed on the TAA Rental Application. After initial move-in no new adults may be added to the lease contract for the first 3 months of occupancy, unless accommodation due to disability is required. An occupant under the age of 18 may be added to an existing lease at any time without causing the household to be in violation of the occupancy limits outlined below, however a lease renewal may not be offered if this results in the household exceeding the occupancy limits outlined below, however a lease renewal may not be offered if this results in the household exceeding the occupancy limits specified for the unit type.

The maximum number of occupants for each floor plan are as follows:

UNIT TYPE	Occupancy Limits
One Bedroom	2
Two Bedroom	4
Three Bedroom	6

**Per TDHCA guidelines, in addition to the occupancy limits stated above, up to one (1) additional household member may be approved per unit type.*

PERMITTED ADULT OCCUPANT: We generally require that all persons 18 or older residing in an apartment meet our rental criteria and be a lease signer on the lease. However, we recognize that in some situations, it may be appropriate to approve an adult as a permitted occupant only. Consequently, adult permitted occupants will be approved in the following situations, provided those applicants for occupancy meet our criteria for rental history (if not a first-time renter) and criminal history:

A spouse who does not work outside the home, provided the working spouse' income satisfies the income requirements specified in this criteria.

- A member of a resident's household who is over the age of 65 and does not have a regular source of income such as a pension or Social Security benefits.
- A member of the resident's household who is unable to work due to a total and permanent disability
- An adult child who is a member of the resident's household and is unable to work due to a development or other disability
- A live-in aide is permitted by way of a reasonable accommodation request, due to a disability.
*Live-in aide is required to pass a criminal background check (rental and employment verifications are not necessary)
- An adult child between the ages of 18 and 26 who is a full-time student at a high school, college, university, junior college, technical school or other institution of higher learning.

INCOME: Income must be verified by one of the following options.

1. 4 most recent consecutive check stubs if paid bi-weekly, and 6 recent consecutive check stubs if paid weekly.
2. Income verification form completed by the 3rd party income source
3. Statement of income from a third-party agency such as Social Security, unemployment (exclusive of any government stimulus or pandemic related supplemental amount), retirement account service, etc.
4. Self employed applicants must provide their 2 most recent personal bank account statement and one of the following:
 - a. Two most recent tax returns, or IRS transcripts
 - b. If a tax return has not been filed, or if the applicant has been self-employed less than two years, the applicant may provide an estimated Profit and Loss Statement from their accountant or attorney.

Income must be verifiable and effective on or before the proposed move-in date.

Senior Citizens (age 55+) must qualify with (2) times the tenant portion of monthly rent.

Total monthly income of all applicants must be (2.5) times the tenant paid portion of the monthly rent. Resident income cannot exceed maximum allowable per tax credit guidelines.

INCOME LIMITS: (circle applicable)

Effective Date: 05/01/2023

Household Size	1	2	3	4	5	6	7	8
Allowable Income (30%)	\$19,600	\$22,400	\$25,200	\$27,950	\$30,200	\$32,450	\$34,700	\$36,900
Allowable Income (50%)	\$32,650	\$37,300	\$41,950	\$46,600	\$50,350	\$54,100	\$57,800	\$61,550
Allowable Income (80%)	\$52,200	\$59,650	\$67,100	\$74,550	\$80,550	\$86,500	\$92,450	\$98,450

RENTAL HISTORY We will review the most recent 12 months of rental history. Rental history must be verifiable; family/friends are not acceptable sources of verification. Verified rental history will determine additional deposit



requirements or denial. Reasons for additional deposit or denial include: Failure to pay rent timely over the prior 12 months: a) 4-6 late payments result in double deposit required; or b) 7+ late payments will result in denial of application. Applicants will also be denied if prior management reports 4 or more disturbances (for reasons not protected by VAWA), eviction, unpaid balance due (rent, damages, etc) drug dealing/use/manufacturing, violence to persons or animals, damage to property, gambling, prostitution, or reports that applicant is not eligible for re-occupancy. Verifiable home ownership will satisfy rental history requirements.

Applicants with less than 12 months verifiable rental history will be accepted with an additional deposit of one months' rent.

RENT LIMITS: (circle applicable)

CDBG Units		HUD
		Model 05/01/2023
2 BR 30%	Max	630
	UA	205
	Net	425
2 BR HH	Max	1307
50% & 80%	UA	205
	Net	1102

CDBG Units		HUD
		Model 05/01/2023
1 BR 30%	Max	525
	UA	160
	Net	365
1 BR HH	Max	1095
50% & 80%	UA	160
	Net	935

STUDENTS If all members of the household are full-time students you may be required to provide verification that the household meets one of the exceptions as provided by the Affordable Housing Tax Credit Program. Exceptions are: 1) Receiving TANF assistance, 2) Job training programs receiving assistance under JTPA, 3) Single parent with dependent child, 4) Married and entitled to file a joint tax return, or 5) Previous foster care. Full time means attending/having attended an educational institution for (5) months or more during the current calendar year. Failure to meet full time student exemption may be a reason for denial.

GUARANTOR: If the applicant has less than 12 months verifiable rental history or do not have sufficient income or proof of financial aid, they may qualify by having a lease contract guarantor. The guarantor must have a gross monthly income of at least (6) times the monthly market rent and must meet our credit and rental history requirements included in this qualifying criteria. The guarantor must complete and sign a lease contract guaranty. The lease may be guaranteed only by a relative, educational institution or employer. Guarantors may be held responsible for the entire rent and other costs, such as damages as long as you live at this property, even if you have roommates.

CREDIT HISTORY All Applicants are subject to approval through the Community's third-party Applicant screening agency, First Advantage. Screening criteria will be applied uniformly and, in a manner consistent with all applicable laws, including state and federal housing laws, federal fair credit reporting laws, program guidelines and administrative rules. Approvals of all Applicants are based on an empirical system that incorporates multiple credit factors along with other non-statistical factors, including the Applicant's income and credit score, to determine overall Applicant qualification. Applicants with less than two (2) years of established credit will be required to provide a qualified Guarantor OR pay an additional non-refundable administrative fee of \$400.

The following administrative fees will apply to Applicants based on their credit score:

Greater than 550 - APPROVE – Standard \$100 non-refundable administrative fee, plus a refundable security deposit of \$400



Less than 550 - APPROVE WITH CONDITIONS – Either an additional \$400 non-refundable administrative fee OR a qualified Guarantor.

Applicants with utility debt less than \$250 will be Conditionally Approved with an additional non-refundable administrative fee of \$400. Applicants with utility debt more than \$250 will be Denied.

In accordance with the Fair and Accurate Credit Transaction Act of 2003 (FACTA), all applicants must provide a government issued ID during the application process. Identification provided must match information provided in the rental application. If an applicant has a “fraud alert” noted on their credit report the application will be denied until identity can be confirmed by our screening contractor using the contact method provided on the credit report.

CRIMINAL HISTORY A criminal background report for each applicant is screened through a third-party service for approval recommendation. Criminal history which indicates that an applicant’s tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy could result in substantial physical damage to the property of the owner or others will result in rejection of the application. For applicants with a VASH voucher, we will not use credit score as part of the approval screening. Instead we will only consider the most current 12 months of rental history and criminal background.

- Recommend Denial for
 - Criminal conviction or adjudication for felony violent crimes such as murder or injury to a child, felony and misdemeanor sex crimes, such as indecency with a child, sexual assault, compelling prostitution and crimes requiring registration as a sex offender, felony property crimes such as burglary and arson, or felony drug crimes such as the illegal manufacture or distribution of a controlled substance under the Federal Controlled Substances Act;
 - Criminal convictions or adjudications for other felonies (that are not listed above), if the incarceration, probation, or adjudication was completed within 10 years of application.
 - Criminal convictions or adjudications for misdemeanors involving theft of property (excluding misdemeanors for theft by check) or misdemeanor violent crimes, if the incarceration, probation, or adjudication was completed within 5 years from the date of application.

In the event the criminal background check reveals any pending criminal cases, we may offer residency conditionally upon dismissal or favorable resolution of the charge. Upon conviction, the Lease Agreement will be terminated immediately.

Applicants who are denied may submit, within fourteen (14) days of the denial, verifiable evidence of mitigating factors for additional assessment including (by way of example, with no single factor being determinative): the facts or circumstances surrounding the criminal conduct; the age of the individual at the time of the conduct; evidence that the individual has maintained a good tenant history before and/or after the conviction or conduct; evidence of rehabilitation efforts and/or any other factors related to whether a specific person poses any threat to safety.

SECOND CHANCE HOUSING Second chance housing is available at this community so long as the housing debt is not a result of an eviction and the applicant has since established a minimum of (1) year’s acceptable rental history. An additional deposit of one month’s rent will be required.

ANIMALS Pets are welcomed in this community. We allow a maximum of (2) animals per apartment, each with a (\$0) deposit and (\$300) non-refundable fee. Pet rent is (\$25) monthly per pet. The animal (s) fully grown must weigh no more than (25) pounds each. See the ResProp Prohibited Animal List. Management has the right to meet and approve the animal prior to executing an Animal Addendum.

Height, breed, weight, and age restrictions do not apply to service/emotional support animals. Pet fees, pet rent, and pet deposits are not charged for service/emotional support animals.



If disability is not evident, verification will be required for deposit/fee and “pet” rules waiver. A Verification of Disability form available in our office may be used for verification, or we may be able to accept another document provided by the applicant/resident care provider deemed sufficient for this purpose. Verifications must be completed by a care provider familiar and qualified to verify a disability exists and that the disability requires a service/emotional support animal accommodation. The form should be submitted to us on letter head of the care providers office including their contact information if the verification is delivered by the resident, or delivered to us by fax, mail, or email directly from your care provider’s office.

When a service/emotional support animal is approved, a TAA Animal Addendum must be signed. As per paragraph 5 of the addendum, we will not charge animal deposits, animal’s fees, or additional rent for the service/emotional support animal. Except as provided by applicable law, all other provisions of the addendum apply to service/emotional support animals including animal rules which include: requirements for shots and licenses, disturbances, housebreaking, cages, offspring, indoor/outdoor waste areas, tethering, food/water, leash, and animal waste.

SATELLITE DISH This property does not allow the installation of a satellite dish.

RENTERS INSURANCE Renter’s insurance is recommended in this community.

INTERNATIONAL RENTAL CRITERIA: Non-US Citizens are welcome to apply. A Supplemental Rental Application for Non-US Citizens must be completed and one of the following must be provided for identity verification purposes only: 1) Form 1-485 Application to Register Permanent Resident or Adjust Status, 2) Form I-94 Arrival-Departure Record (form does not contain photo or fingerprint), 3) Other official U.S. Citizenship and Immigration Services of your entitlement to a required form. If the form of documentation required does not include a photograph, additional identification is required in the form of a passport or other official identification from your country.

EQUAL HOUSING This property is an Equal Housing Opportunity provider. We do business in accordance with state and federal fair housing and anti discrimination laws, including but not limited to consideration of reasonable accommodation requested to complete the application process. We do not discriminate against any person because of race, color, religions, sex, handicap, familial status or national origin. We provide housing in accordance with all other local laws if those laws provide greater protection than the Federal Fair Housing Act.

MOVE IN DELAY POLICY If management accepts the application, but is unable to allow me to occupy the premises on the date agreed because of delay caused by construction or other unforeseen circumstances, then I agree that my sole remedy shall be the return and refund of the application deposit and application fee.

VAWA We will comply with state and federal fair housing anti-discrimination laws, and comply with the lease requirements found in the Violence Against Women Reauthorization (VAWA) Act of 2013. VAWA protects applicants/residents including any household members who are victims of domestic violence including dating violence, stalking, and sexual assault from being denied residency or evicted based on acts of such violence against them, if the applicant/resident otherwise qualifies for residency.

At the time your application is submitted, we have provided you with a “Notice of Occupancy Rights Under the Violence Against Women Act”. This notice must also be provided to you when your application is approved or denied, and when an owner initiates a lease termination or non-renewal. By signing below, you agree you have received this notice at the time of application. If you apply for an apartment electronically, this form is attached to the Resident Qualifying Criteria which is part of the online application process.

WAITLIST POLICY Our (30%, 50%, 80% maximum income limit waitlist will be managed as detailed in this policy). Only “potentially eligible applicants/current residents” for whom an appropriate apartment is not available are placed on a waitlist in the order in which they are received. Applicants/current residents must sign the “Waitlist Addendum to TAA Rental Application”, and complete a TAA Rental Application and pay required application fee of (\$55) to be added to the waitlist. Review the Preferences below related to how apartments are



offered to residents/applicants when apartments come available. Our waitlist will remain open at all times.

APPLICANT PRIORITY

Applicants with apartment type preferences are selected from the waiting list and may receive an opportunity for an available unit earlier than those who do not have a preference. Assigning preferences to applicants who meet certain criteria is a method intended to provide housing opportunities to applicants based upon household circumstances.

Preferences affect only the order applicants are selected from the waiting list. They do not make anyone eligible who is not otherwise eligible. Preferences are not permitted if they, in any way, interfere with affirmative marketing efforts or fair housing requirements.

Handicap Accessible Apartment - Order of Priority:

Management will give priority to current residents or applicants on our waiting list that require the handicap accessible features of an available apartment in the order specified below. Verification of disability may be required if disability is not apparent.

1. Current resident on the waiting list having a disability that requires the accessibility features of the available apartment and occupying an apartment not having such features.
2. Applicant on the waiting list having a disability that requires the accessibility feature of the available apartment.
3. All other current residents on the waiting list.
4. All other applicants on the waiting list.

Non-Handicapped Accessible Apartment - Order of Priority

Management will offer available non-handicap accessible apartments in the following order:

1. Current residents requesting VAWA emergency transfer
2. All other current residents on the waiting list
3. All other applicants on the waiting list.

ANNUAL CERTIFICATION: On the anniversary of the household's move in or initial designation, management must collect and maintain current data on each household. . Income and Household composition changes will be addressed at annual certification.

Households initially certified at the (30% or 50%) income and rent limits may change the designation of a household at recertification and increase the rent accordingly provided that another household's rent is decreased to maintain the set aside requirement.

RENT INCREASES: Management will provide a rent increase notice to all residents as per the terms of the TAA Lease Contract. The notice will include details of any rental amount increase, or other changes to the terms of the Lease.

REASONABLE ACCOMMODATION AND MODIFICATIONS It is our policy to provide reasonable accommodations and modifications upon request to all applicants/residents with disabilities. **Accommodations** may include changes in the method of administering policies, procedures, services, unit transfers or allowing a live-in-aide. **Modifications** include structural changes to an apartment or common area. Requests can be made in writing or in any other equally effective method to the management office. The Property Manager will provide a response to requests for accommodation and/or modification in writing not more than (14) calendar days after the request is received. Third party documentation of reasonable accommodation and/or modification may be required if the need is not readily apparent. Documentation will be kept confidential and used only by the Property Manager as information needed to approve the request. Specific medical or disability information will not be sought.

TRANSFER POLICY Residents who wish to move to another apartment must request a transfer in writing, signed by the head of household and/or co-head. A transfer fee of (\$150) and an application deposit for the new apartment must be paid at the time the request for transfer is approved by management to hold a new apartment. Transfer approval is contingent upon 1) the acceptable result of an inspection of the current apartment, 2) all balances paid in full for the current apartment, and 3) any damages that are noted during our inspection prior to transfer are paid in full. Additionally, current residents that are transferring to a new apartment must be approved under all the requirements of the Resident Qualifying Criteria signed at the time of application submission for their current apartment.

In situations that a transfer is required as a reasonable accommodation, VAWA, or at management request, there will be no transfer fee required. At the time of move-in to the new apartment, the application deposit will be applied to the security deposit for the new apartment and any additional security deposit that is owed, or pet deposits/fees must be paid.

Criteria related to program eligibility may be applied retroactively when a market development receives a new award of tax credits, federal, or state funds and a household is not eligible under the new program requirements or when prior criteria violate federal or state law.

Security deposits for the original apartment will be refunded within (30) days of vacating if the apartment is left clean and with no damages beyond normal wear and tear.

Transfer is not permitted during the initial lease term.

PRIVACY POLICY We value your privacy and the security of your personal information. Our “**Privacy Policy for Personal Information of Rental Applicants and Residents**” is attached to this criteria.

IDENTIFICATION VERIFICATION This apartment community requires each person signing the Apartment Lease Contract to provide a government-issued photo identification document for verification on or before the date of move-in. **Prior to receiving keys to move-into an apartment the provided identification will be compared to the information on the Rental Application, and if there is a discrepancy keys will not be released.** A 3rd party ID Verification company may be used. A copy of the photo identification for all lease signers will be maintained in the lease file for reference as needed for business purposes. Approved photo ID include: State-issued ID Card, State-issued Driver's License, Government-issued Passport, Permanent Resident/Alien Card, Temporary Resident Card, or other ID issued by the State or Federal government. Acceptable identification must include a photo, be issued from a government agency, and are subject to verification. Please note that we do not accept Matricula, work, or school ID Cards as identification verification.

Applicants who cannot be present to provide their identification prior to move-in must complete the Identification Verification - Absentee Lease at Move-In Form in front of a notary, attach a copy of the identification utilized for this process and return the documents on or before the date of move-in.

Final approval of all applications is contingent on Identity Verification. Contingent approval of the application will be provided upon completion of rental history, income, credit, and criminal history verification and screening. **If fraudulent identification, income, employment, or rental history verification documents are discovered, the applicant will be immediately denied for residency.** After contingent approval is provided, we welcome you to complete the identification verification process at your earliest convenience, but no later than the date of scheduled move-in.

APPLICATION REJECTION Applicants will be notified of application rejection no more than (7) days after the decision is made. Notification will be made in writing and will include the reason for rejection of the application. If there is more than one applicant for an apartment, the letter will be sent to only one of the household members and this notice will be considered notice to all household members.

NON-RENEWAL/TERMINATION Management will provide in any nonrenewal or termination notice, the specific



reason for the termination or non-renewal. The notification will be delivered as required under the applicable program rules, will include information on rights under VAWA, will state how a person with a disability may request a reasonable accommodation in relation to such notice.

I ACKNOWLEDGE THAT I HAD AN OPPORTUNITY TO REVIEW THE RESIDENT QUALIFYING CRITERIA, WHICH INCLUDES REASONS WHY MY APPLICATION MAY BE DENIED, SUCH AS CRIMINAL HISTORY, CREDIT HISTORY, CURRENT INCOME, AND RENTAL HISTORY. I UNDERSTAND THAT IF I DO NOT MEET THE RESIDENT QUALIFYING CRITERIA OR IF I FAIL TO ANSWER ANY QUESTION (OMISSION) OR GIVE FALSE INFORMATION, THE PROPERTY MAY REJECT THE APPLICATION, RETAIN ALL APPLICATION FEES FOR ITS TIME AND EXPENSE, AND TERMINATE MY RIGHT OF OCCUPANCY.

I ACKNOWLEDGE THAT IF I CANCEL MY APPLICATION THAT MY APPLICATION DEPOSIT WILL NOT BE REFUNDED, REGARDLESS OF MY REASONS FOR CANCELING MY APPLICATION.

I ACKNOWLEDGE IT WILL TAKE UP TO 30-DAYS TO RECEIVE A REFUND OF MY APPLICATION DEPOSIT IF MY APPLICATION IS DECLINED FOR REASONS THAT DO NOT RESULT IN MY APPLICATION DEPOSIT BEING LAWFULLY RETAINED.

Applicant	Date
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Applicant	Date
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Applicant	Date
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Applicant	Date
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Applicant	Date
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Applicant	Date
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Prohibited Animal List

- Properties may also implement weight limits or other restrictions. Be sure to inquire prior to assuming your pet is allowed just because they are not on this list.
- Management has the right to meet all animals prior to assuming approval.
- This list is not all inclusive of all breeds and Management has final approval.
- Prohibited pets include the following:

Breeds of Dogs: Any hybrid or mixed breed of one of the following:

- Akita
- American Bulldog
- Boxer
- Chow Chow
- Doberman
- German Shepherd
- Great Dane
- Husky
- Malamute
- Pit Bull
- Presa Canario
- Rottweiler
- St. Bernard
- Terrier Staffordshire

Other Prohibited Animals/Reptiles

- Birds (parrots, cockatiels, macaws)
- Ferrets
- Other farm or exotic animals
- Pot Belly Pig
- Raccoons
- Reptiles (snakes, iguana, etc)
- Rodents (rats, rabbits, mice)
- Skunks
- Squirrels
- Tarantulas

*Fish tanks may not be larger than 35 gallons. Renters insurance may be required.

Privacy Policy For Personal Information of Rental Applicants and Residents

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

How personal information is collected. You will be asked to furnish some of your personal information when you apply to rent from us. The 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 business purposes involved in leasing an apartment 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 and enforcing your lease obligations (such as to obtain payment for sums you may owe us in the future).

How the information is protected and who has access. We allow only authorized persons to have access to your personal information and we keep documents and electronic records containing this information in secure areas and systems.

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 services. If you found us through a locator service, please be aware that locator services are independent contractors and are not our employees or agents - even though they may initially process rental applications and fill our lease forms. You should require any locator services you use to furnish you with their own privacy policies.

Date updated: 08/21/2023

Briarwest Apartments¹

Notice of Occupancy Rights under the Violence Against Women Act²

To all Tenants and Applications

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 orientation³. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **Project Based Section 8** is in compliance with VAWA. 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 assistance under Project Based Section 8, 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.

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1. The notice uses HP for the housing provider but the housing provider should insert its name where HP is used. HUD's program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.
 2. Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.
 3. 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.

Form HUD-5380



Notice of Occupancy Rights under the Violence Against Women Act^[2]

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.^[3] The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **The Housing Tax Credit “covered program”** is in compliance with VAWA. 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 assistance under **a covered program listed above**, 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

If you are receiving assistance under **the covered program**, 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.

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 under **the covered program** 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

HP 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 HP chooses to remove the abuser or perpetrator, HP 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, HP 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, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP 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, HP 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, HP 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.

HP 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.

HP's emergency transfer plan provides further information on emergency transfers, and HP 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

HP 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 a request from HP must be in writing, and HP 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. HP 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 HP as documentation. It is your choice which of the following to submit if HP 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 HP 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 HP has agreed to accept.

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

If HP 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), HP 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, HP does not have to provide you with the protections contained in this notice.

Confidentiality

HP 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.

HP must not allow any individual administering assistance or other services on behalf of HP (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.

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

- You give written permission to HP to release the information on a time limited basis.
- HP 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 HP or your landlord to release the information.

VAWA does not limit HP’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, HP 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 HP 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 HP can demonstrate the above, HP 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.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with TDHCA or 800-525-0657 or 817-978-5600 the HUD Fort Worth Regional office, 800-669-9777, (TTY 817-978-5595).

For Additional Information

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

<https://www.federalregister.gov/documents/2023/01/04/2022-28073/the-violence-against-women-act-reauthorization-act-of-2022-overview-of-applicability-to-hud-programs>.

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

For questions regarding VAWA, please contact – The Texas Department of Housing and Community Affairs at 512-475-3800 or 800-475-3800 for assistance in locating other available housing. For more information regarding housing and other laws that may protect or provide additional options for survivors, call the Texas Council on Family Violence Policy Team at 1-800-525-1978.

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). You may also contact the Texas Council on Family Violence website for a listing or local domestic violence services providers: http://tcfv.org/service-directory/?wpbdp_view=all_listings.

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>.

Legal Resources:

TexasLawHelp.org

www.texaslawhelp.org

TexasLawHelp.org is a website that provides free, reliable legal information on a variety of topics such as: family law, consumer protection relief, health and benefits, employment law, housing, wills and life planning, and immigration. The website offers interactive and downloadable legal forms, self-help tools and videos on legal issues, and can assist in locating local free legal services.

Texas Advocacy Project, A VOICE

1.888.343.4414

Advocates for Victims of Crime (A VOICE), a project of Texas Legal Services Center, provides free direct legal representation and referrals to victims of violent crime, and providing education about crime victim's rights and assistance with Crime Victims Compensation applications. Note: callers will most likely leave a message and their call will be returned by an attorney.

Legal Aid for Survivors of Sexual Assault (LASSA)

1-844-303-SAFE (7233)

The LASSA Hotline is answered by attorneys seven days a week. The Hotline attorneys provide sexual assault survivors with legal information and advice about legal issues that may arise following a sexual assault including crime victim's rights, housing, and safety planning.

[1] The notice uses HP for housing provider but the housing provider should insert its name where HP is used. HUD's program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

[2] Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

[3] 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.

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

**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):

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 requirement of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a valid Office of Management and Budget control number.