

# ALLIED ORION GROUP

## CRITERIA FOR RENTAL

### South Terrace PBV and Tax Credit

**Blended Occupancy Community:** This community is a blended occupancy community. The community participates in the HUD Project Based Voucher (PBV), and The Low-Income Housing Tax Credit (LIHTC) program.

**Equal Housing** – This community does not discriminate against any person because of race, color, religion, sex, handicap, familial status or national origin sexual orientation or gender identity and will comply with state and federal fair housing and antidiscrimination laws, including but not limited to consideration of reasonable accommodations requested to complete the application process and the Federal Fair Credit Reporting Act.

The Development will comply with state and federal fair housing and antidiscrimination laws; including, but not limited to, consideration of reasonable accommodations requested to complete the application process. Chapter 1, Subchapter B of this title provides more detail about reasonable accommodations. Screening criteria will be applied in a manner consistent with all applicable laws, including the Texas Fair Housing Commission and Federal Fair Housing Acts, the Federal Fair Credit Reporting Act, program guidelines, and the Department's rules.

Screening criteria will be applied in a manner consistent with all applicable laws, including the Texas and Federal Fair Housing Acts, the Federal Fair Credit Reporting Act, program guidelines, and the Department's rules.

**Identification** - Each US Citizen who applies for an apartment must have a valid Social Security Number and a valid government issued picture identification card. Non-U.S. Citizens must provide a valid government issued photo ID and an identification number. Current residents who are 62 or older and receiving assistance as of January 31, 2010 are **not** required to disclose or verify their social security number.

#### Minimum and Maximum Number of Persons Per unit Standard

Number of Bedrooms	Minimum Persons/Unit	Maximum Persons/ Unit
0 Bedrooms	1	2
1 Bedrooms	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8

No additions may be made to the household during the first six (6) months of the lease unless such change was indicated on the application. Any addition must be screened accordingly.

**Age** – Lease holder(s) must be 18 years or older. All occupants 18 years or older are required to complete an application, even if living with parent or guardian.

**Live-in Attendants** – If an applicant is in need of a live-in attendant this must be verified by management. A verification may be obtained from the person's physician, psychiatrist, or health care provider verifying whether the live-in attendant is necessary to provide the supportive services essential to the care and wellbeing of the person. The applicant cannot be financially dependent on the live-in attendant. The attendant may be a family member with the exception of a spouse. A live-in attendant must complete an application showing financial independence from the applicant and must meet the same screening criteria (other than credit) as the applicant. Live-in attendants must sign and adhere to the **Live-In Attendant Statement** which outlines the conditions of the program.

**Income & Rent** - All sources of earned (household member age 18 and older) and unearned income (all household members) must be verified in writing. The anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets for the 12-month period following the effective date of certification of income. Residents at this property are offered subsidized rent. This means the rent that a household pays is based upon the household income. The family will pay 30% to 40% of their adjusted household income. The balance of the contract rent is subsidized by the Waco Housing Authority. The rent amounts paid by residents may vary.



Maximum household income and maximum rent limits for tax credit and HOME units are as follows:

**MAXIMUM ANNUAL INCOME FOR RENT RESTRICTED APARTMENT HOMES ONLY – TAX CREDIT**

	1 person	2 people	3 people	4 people	5 people	6 people	7 people	8 people
20%	\$9,800	\$11,200	\$12,600	\$13,980	\$15,100	\$16,220	\$17,340	\$18,460
30%	\$14,700	\$16,800	\$18,900	\$20,970	\$22,650	\$24,330	\$26,010	\$27,690
40%	\$19,600	\$22,400	\$25,200	\$27,960	\$30,200	\$32,440	\$34,680	\$36,920
50%	\$24,500	\$28,000	\$31,500	\$34,950	\$37,750	\$40,550	\$43,350	\$46,150
60%	\$29,400	\$33,600	\$37,800	\$41,940	\$45,300	\$48,660	\$52,020	\$55,380
70%	\$34,300	\$39,200	\$44,100	\$48,930	\$52,850	\$56,770	\$60,690	\$64,610
80%	\$39,200	\$44,800	\$50,400	\$55,920	\$60,400	\$64,880	\$69,360	\$73,840

**MAXIMUM RENTAL AMOUNT FOR RENT RESTRICTED APARTMENT HOMES ONLY – TAX CREDIT**

	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
20%	\$262	\$315	\$363	\$405
30%	\$393	\$472	\$545	\$608
40%	\$525	\$630	\$727	\$811
50%	\$656	\$787	\$908	\$1,013
60%	\$787	\$945	\$1,090	\$1,216
70%	\$918	\$1,102	\$1,272	\$1,419
80%	\$1,050	\$1,260	\$1,454	\$1,622

**Employment** – Applicant must 1) have a current verifiable job and/or have a verifiable employment offer letter of new employment; or 2) receiving retirement benefits, government benefits, or any other verifiable and consistent income. Verification of all sources of income, including (but not limited to) check stubs for employment, unemployment benefits, SS/SSI award letters, VA Pension award letters, TANF award letter, proof of child support and verification of asset income.

**Assets** - Assets of \$5,000 or less tenants certify asset amount and income from the asset. Household assets over \$5,000 must be verified and all income from the asset.

**Rental History/Credit** – South Terrace will review rental history with any landlord indicated in the past two (2) years. The application will be rejected for any of the following:

- The family has been evicted from federally assisted housing within the past three (3) years;
- The family has a pattern of disturbance of neighbors, destruction of property or living or housekeeping habits at prior residences within the past two years which may adversely affect the health, safety or welfare of other tenants.
- The family has a pattern of eviction from housing or termination from residential programs within the past five years (considering relevant circumstances).
- The family owes an outstanding balance to an apartment community or mortgage company, or who has been evicted (considering relevant circumstances).

If an event of a job loss, resulting in negative rental history, foreclosure or bankruptcy, rejected applications must be submitted to the Regional Supervisor for further review and consideration.

If rental history shows more than two (2) late payments or two (2) NSF checks in the twelve (12) month period the application will be rejected. Lack of rental history will not result in an application being rejected. If information obtained is negative the applicant will be rejected.

The community uses the admissions criteria outlined in the Waco Housing Authority Admission Plan which describes eligibility for admission and processing applications. The Administration Plan outlines the rights of applicants if they are denied admission. Applicants denied admission will receive the denial in writing with in seven (7) days and applicants have the right to request a meeting within fourteen (14) calendar days of the date of the application denial letter.

**Criminal Background** - No applicant, resident or occupant may have been convicted of the following criminal activity: Fraud or Fraud Related Crimes, Sexual Offenses including Registered Sex Offenders, Crimes of violence and threats of violence including homicide crimes, Crimes involving the manufacture, sale and/or distributions of drugs, Currently engaged in illegal use of a drug or pattern of illegal use of a drug that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; Abuse or pattern of abuse of alcohol that may threaten the health, safety, or



right to peaceful enjoyment of the premises by other residents; Theft Crimes involving force or violence, Kidnapping, Unlawful Restraint, Smuggling, and Trafficking of Persons, Arson, Burglary and Criminal Trespass, Public Indecency and Organized Crime Activity. This includes persons who have not yet satisfied the probationary period of a deferred adjudication. Each person denied occupancy based on information obtained in the criminal background check, shall be allowed to appeal the denial and submit information that shows mitigating circumstances such as the facts and circumstances of the criminal conduct, the age of the applicant at the time of the crime, severity and recentness of the criminal conduct and rehabilitation efforts.

**Pets** – A maximum of 2 pet(s) per apartment is permitted. Dogs whose breed or dominant breed weight exceeds 30 pounds at maturity are not accepted. The following breeds or partial breeds are not permitted: Rottweilers, pit bulls, Akitas, Dobermans, chows, German shepherds, and Australian shepherds. Exotic animals and reptiles are not accepted. Additional restrictions may apply. Specific animal, breed, number, weight restrictions, pet rules, and pet deposits will not apply to households having a qualified service/assistance animal(s). All animals must be photographed by management before approval.

**Assistance Animal** - Certain animals provide assistance or perform tasks for the benefit of a person with a disability. Such animals are often referred to as "service animals," "assistance animals," "support animals," "therapy animals," "companion animals," or "emotional support animals". The use of assistive animals is allowed as a reasonable accommodation.

Under both the Fair Housing Act and Section 504, in order for a requested accommodation to qualify as a reasonable accommodation, the requester must (1) have a disability, and (2) the accommodation must be necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling. To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the person's disability. In the case of assistance/service animals, an individual with a disability must demonstrate a nexus between his or her disability and the function the service animal provides.

The Property will verify the existence of the disability, and the need for the accommodation—if either is not readily apparent. Persons who are seeking a reasonable accommodation for an emotional support animal may be required to provide documentation from a physician, psychiatrist, social worker, or other mental health professional that the animal provides support that alleviates at least one of the identified symptoms or effects of the existing disability.

In accordance with HUD Final Rule (73 F.R. 63834) and 24 CFR part 5, subpart C, a reasonable accommodation may be denied under the following circumstances: (1) pose a direct threat to the health or safety of others (2) result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by a reasonable accommodation (3) pose an undue financial and administrative burden; or (4) fundamentally alter the nature of the Property's operations.

The Property may exclude an assistance animal when that animal's behavior poses a direct threat and its owner takes no effective action to control the animal's behavior so that the threat is mitigated or eliminated. The determination of whether an assistance animal poses a direct threat will be based on an individualized assessment that is based on objective evidence about the specific animal in question, such as the animal's current conduct or a recent history of overt acts. The assessment will consider the nature, duration, and severity of the risk of injury; the probability that the potential injury will actually occur; and whether reasonable modifications of rules, policies, practices, procedures, or services will reduce the risk. In evaluating a recent history of overt acts, the Property shall take into account whether the assistance animal's owner has taken any action that has reduced or eliminated the risk. (Ex: obtaining specific training, medication, or equipment for the animal) This direct threat provision of the Fair Housing Act requires the existence of a significant risk—not a remote or speculative risk.

Accordingly, the determination will not be the result of fear or speculation about the types of harm or damage an animal may cause, or evidence about harm or damage caused by other animals.

The HUD Final Rule requires a person with a disability who uses an assistance animal to be responsible for the animal's care, maintenance, and control. This includes picking up and disposing of his or her assistance animal's waste.

**Pet Deposit and Other Charges** – A Pet Deposit in the amount of \$350 per pet will be charged. A deposit is not required on assistance animals.

**Application Fee** – No application fee is charged at this time.

**Security Deposits** – A fully refundable security deposit is due upon move in. The following fully refundable security deposit will be charged – 1 Bdrm -\$150, 2 Bdrm - \$150, 3 Bdrm \$150, 4 Bdrm \$150.

**Students** – An LIHTC development cannot be entirely occupied by full time students. Student status becomes an issue when everyone in the household is a full-time student. The tenant, in order to be considered a full-time student, must be (a) taking at least twelve (12) credit hours per semester; (b) taking the school's full-time requirement (as defined by the institution); or (c) enrolled five (5) months out of 12 months in an institution of higher learning. The 5 months need not be consecutive. Student status must be re-verified at annual recertification to confirm continuing eligibility of the household. If owner has obtained a recertification waiver, he, too, must continue to check student status annually. Student status must be verified through the registrar's office of the educational institution. Children in grades K-12 are considered full-time students.

Full-time students who are not entitled to file a joint tax return are not eligible for the tax credit unit. There is no grandfathering of eligibility because the tenant was not a student when he/she moved in and later became one.

Exceptions: A unit would not be disqualified for tax credits if it is occupied as specified in Section 42(i)(3)(D).

(i) by an individual who is

- A student and receiving welfare (AFDC or TANF) assistance under Title IV of the Social Security Act, or
- Enrolled in a job training program receiving assistance under the Job Training Partnership Act (JTPA) or under other similar federal, state, or local laws. NOTE: The Workforce Investment Act replaced the JTPA. A similar program must get federal, state, or local government funding and have a mission similar to the one for the JTPA program.

or

(ii) entirely by full-time students if such students are

- single parents and their children and such parents are not dependents (as defined in section 152, determined without regard to subsections (b)(1),(b)(2), and (d)(1)(B) thereof) of another individual and such children are not dependents (as so defined) of another individual other than a parent of such children; or
- Married and entitled to file a joint tax return
- At least one household member was under the care and placement responsibility of the State Agency responsible for Foster Care Services

TDHCA considers a household eligible if it contains at least one part-time student. Children in kindergarten through twelfth grade are considered full-time students.

**Waiting List** - The Waco Housing Authority determines the administration of the site based waiting list from which all applicants are pulled and offered units at this community. For information on the waitlist policy, including the opening and closing of the waiting list and the selection of the applicants from the waiting list, how preferences are applied, procedures for organizing accessible units, please refer to the Waco Housing Authority Administrative Plan and waiting list policy.

**Closing the Waitlist** - The Waco Housing Authority determines the opening and closing of the Waiting List in accordance with their Administrative Plan.

**Purging the Waitlist** - The waiting list is purged in accordance with the Waco Housing Authority Administrative Plan.

**Denial of Application** – If your application is denied for any reason under the LIHTC program, applicant will be provided a notification of denial, via in person, USPS, facsimile or email within 7 days.

If an appeal is requested due to the denial a second review of all documentation will be made by the compliance manager or someone who did not take part in the original decision. Notification will be by phone followed up in writing via e-mail or sent by USPS mail within 7 days.

**Unit Transfer Policy** – This development is not part of a multiple building project per the IRS form 8609. This requires resident(s) to qualify on current circumstances as initial certification for a new unit in a different building (Project). Completion of all paperwork is required. Existing resident(s) must meet income/rent restrictions as outlined in current criteria for rental. Residents who already reside in the development (or applicants on the waitlist), will be screened on the basis of the original criteria that was in effect at the time the household originally applied at the development. Resident(s) electing to transfer within the same building must sign and date the Tenant Rights and





Resource Guide Acknowledgement form and HUD 5380, 5381 and 5382 Acknowledgement form. Transfers within the same building are allowed, regardless of the household's income at the most current certification. Certification date follows the household, not the unit. If the income on most current certification exceeds the 140% of the property's highest income tier the existing resident(s) is permitted to transfer within the same building but not to a different building in this development. If transferring to same size unit, rent will remain the same if a rent increase has occurred in the last 12 months. If currently in a lease or downsizing, a transfer fee of \$250 will be charged, along with a new security deposit at the time the new lease is executed. Current unit deposit will be refunded if there are no damages to the current unit. Pre-inspection of the unit will be conducted prior to any transfer approval. If transfer is to accommodate a request for an accessible unit/reasonable accommodation, the transfer fee and the security deposit will be waived. The property does not offer a preference or give a priority to any applicant not residing on the property over those already residing at the property when the existing tenant is seeking a unit with a lower or higher income restriction than the unit they currently occupy. Existing tenants will be entered on the waitlist using the same process as applicants not currently residing at the property. A preference shall be granted for a transfer for an existing tenant that needs an accessible unit/reasonable accommodation over applicants on the waiting list. A preference shall be granted for a transfer by an existing tenant that needs to transfer based on protections under the "Violence Against Women Act" over applicants on the waiting list. Priority for accessible units shall be given to an applicant that requires accessible features/reasonable accommodations or an applicant with a disabled household member that requires accessible features.

**Emergency Transfer** – If the dwelling unit is damaged or a condition inside the unit exists which is a hazard to life, health, or safety of the occupants, the property will move the resident to the first available unit, if necessary repairs cannot be made within a reasonable amount of time. If the occupant must be placed on the waitlist they shall be placed at the top of the waitlist and offered the next available unit.

**Non-Renewals and Terminations of Lease Contracts for Existing Households** – This community follows the Lease Termination Policies under the Waco Housing Authority Administrative Plan. Existing households that are not allowed to renew and their lease is being terminated will be handled as allowed under the program. A written Notice of Lease Termination will state the reason for the proposed termination in accordance with all applicable Federal, State and local laws and the lease terms. This property operates in compliance with the Violence Against Women Act (VAWA) and will comply to non-renewals and termination of the lease contract accordingly. If you are a victim of domestic violence, sexual assault, dating violence or stalking, you as well as members of your family, may have protection from being denied housing or from losing housing as a consequence of domestic violence, sexual assault, dating violence or stalking. If you are a person with a disability, and if there is a reasonable accommodation that you would like to request in response to this notice, you have a right to do so under the Fair Housing Act. Person(s) with a disability and or reasonable accommodation, request will not be non-renewed or terminated from the lease contact solely based on a person(s) with a disability and or reasonable accommodation request.

**Disability Qualifications** - A special needs individual person is defined as having a physical or mental impairment, which substantially limits one or more major life activities (i.e. self-care, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning or working). Physical or mental impairments entail a lengthy list of infirmities which can include, but are not necessarily limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, Cerebral Palsy, Autism, Epilepsy, Muscular Dystrophy, Multiple Sclerosis, Cancer, Heart Disease, Diabetes, Human Immune deficiency Virus (HIV) or (AIDS) infection, mental retardation, emotional illness, drug addiction (OTHER THAN ADDICTION CAUSED BY CURRENT ILLEGAL USE OF CONTROLLED SUBSTANCE.), Alcoholism.

Certain apartments are constructed as accessible for individuals with a disability. If a disabled person requests an accessible apartment that is currently occupied by a non-disabled person, the non-disabled person must move out of that apartment within 30 days.

If an accessible unit is not available for a qualified disabled applicant, the applicant shall not be denied housing. No disabled applicant shall be required to lease an accessible unit. No applicant is required to provide specific medical or disability information other than the disability verification that is requested to verify eligibility for reasonable accommodations.

**Reasonable Accommodations** – Applicants with a disability may request a reasonable accommodation during the application process verbally or in person to the Property Manager.

**Privacy Policy for Personal Information of Rental Applicant 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 the misuse of personal information, protecting the information you provide us is a high priority to our company and staff. If you 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 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, fax or e-mail. Applicant and Residents may apply by USPS at 100 Kennedy Circle, Waco, Texas 76706 or in person. Alternative method is by email at southterrace@allied-orion.com. Original signatures will be required on all paperwork at move-in.

**How and When Information is used:** We use this information for our business purposes only as it relates to 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 and enforcing your lease obligations (such as to obtain payment for money 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.

**Policies and Procedures:** Copies of all policies and procedures referenced in this rental criteria are available upon request to applicants/tenants or their representatives.

I understand and accept these qualifying standards and have truthfully answered all questions. I understand that falsification of Rental Application information will lead to denial of rental. Rental Criteria does not constitute a guarantee or representation that resident or occupants currently residing in the community have not been convicted or are not subject to deferred adjudication for felony. Management’s ability to verify this information is limited to the information made available by the agencies and services used. It does not insure that all individuals reside in on or visiting the community conforms to these guidelines.

I have received a copy of the “Notice of Occupancy Rights” under the “Violence Against Women Act” and the certification documentation.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# NOTICE OF OCCUPANCY RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT

## South Terrace

### 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 persons that have been subject to domestic violence, dating violence, sexual assault, or stalking.<sup>2</sup> VAWA protections are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>3</sup> The Texas Department of Housing and Community Affairs is the State agency that oversees the Housing Tax Credit Program. This notice explains your rights under VAWA. A U.S. Department of Housing ("HUD") approved certification form is attached to this notice. You can fill out this form to show that you are or have been subject to 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 the Housing Tax Credit Program, you cannot be denied admission or denied assistance because you are or have been subject to domestic violence, dating violence, sexual assault, or stalking.

#### Protections for Tenants

If you are receiving assistance under the Housing Tax Credit Program, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been subject to domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been subject to 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 Housing Tax Credit Program 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

**South Terrace** 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 **South Terrace** chooses to remove the abuser or perpetrator, **South Terrace** 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, **South Terrace** must allow the tenant who is or has VAWA protections 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, **South Terrace** must follow Federal, State, and local eviction procedures. In order to divide a lease, **South Terrace** may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking (such as HUD's self-certification form 5382).

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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> The VAWA statute uses the term victims to describe those with VAWA protections, but the Department herein refers to this class of persons as subject to protections under VAWA.

<sup>3</sup> Housing providers in the covered programs 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.

### **Moving to Another Unit**

Upon your request, **South Terrace** 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, **South Terrace** 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 **South Terrace** does not already have documentation that you have been subject to 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.** **South Terrace** 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 have been subject to sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you have been subject to 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.

**South Terrace** will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and work to ensure the confidentiality of the location of any move by such victims and their families.

HP's emergency transfer plan provides further information on emergency transfers, and **South Terrace** 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**  
**South Terrace** can, but is not required to, ask you to provide documentation to "certify" that you are or have been subject to domestic violence, dating violence, sexual assault, or stalking. Such request from **South Terrace** must be in writing, and **South Terrace** 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. **South Terrace** 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 **South Terrace** as documentation. It is your choice which of the following to submit if **South Terrace** 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 (HUD form 5382) given to you by **South Terrace** 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 **South Terrace** has agreed to accept.





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

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

#### **Confidentiality**

**South Terrace** 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.

**South Terrace** must not allow any individual administering assistance or other services on behalf of **South Terrace** (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.

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

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

VAWA does not limit **South Terrace** 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, **South Terrace** cannot hold tenants who have been subject to domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been subject to 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 **South Terrace** 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 **South Terrace** can demonstrate the above, **South Terrace** 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 person's subject to domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for persons subject to 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 at <https://tdhca.state.tx.us/complaint> or by mail to P. O. Box 13941, Austin, TX 78711-3941 or by fax to (512) 475-0070 or the Waco Housing Authority at (254) 752-0324.



### **For Additional Information**

You may view a copy of HUD's final VAWA rule at: <https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs>.

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

For questions regarding VAWA, and/or if you need to move due to domestic violence, dating violence, sexual assault, or stalking please contact the Texas Department of Housing and Community Affairs at (512) 475-3976 for assistance in locating other available housing (note, this is not a domestic violence hotline. Depending on your location, the Department may also have a listing of local service providers and advocates who can help you move to a safe and available unit.

### **Domestic Violence, Sexual Assault and Stalking Resources**

To speak with an advocate and receive confidential support, information and referrals regarding domestic violence 24 hours a day, every day, contact the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY).

For confidential support services and referral to a local sexual assault crisis center 24 hours a day, every day, contact RAINN: Rape, Abuse, & Incest National Network: Hotline: 1-800-656-HOPE.

For information regarding stalking visit the National Center for Victims of Crime's Stalking Resource Center at: <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Victims of a variety of crimes may find referrals by contacting the Victim Connect Resource Center, a project of the NCVC, through calling Victim Connect Helpline: 855-4-VICTIM (855-484-2846) or searching for local providers at: <http://victimconnect.org/get-help/connect-directory/>.

For more assistance with locating a shelter, go to the Texas Department of Housing and Community Affairs "Help for Texans" website: <http://www.tdhca.state.tx.us/texans.htm>.

**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):

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.



### South Terrace

## Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

### Emergency Transfers

**South Terrace** is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),<sup>4</sup> **South Terrace** allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.<sup>5</sup> The ability of **South Terrace** to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether **South Terrace** has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that Housing Tax Credit/Bond Program is in compliance with VAWA.

### Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

### Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify **South Terrace** management office and submit a written request for a transfer to **South Terrace** located at 100 Kennedy Circle, Waco, Texas 76706. **South Terrace** will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under **South Terrace** program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

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<sup>4</sup> Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

<sup>5</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.

## Confidentiality

**South Terrace** will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives **South Terrace** written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about **South Terrace** responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

## Emergency Transfer Timing and Availability

**South Terrace** cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. **South Terrace** will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. **South Terrace** may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If **South Terrace** has no safe and available units for which a tenant who needs an emergency is eligible, **South Terrace** will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, **South Terrace** will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

## Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

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>.

**Attachment:** Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

# Acknowledgment

South Terrace

Household Name: \_\_\_\_\_ Unit#: \_\_\_\_\_

“I/we acknowledge that I/we have received *A copy of the Notice of Occupancy Rights Under The Violence Against Women Act-HUD- 5380, HUD-5381 Model Emergency Transfer Plan and: Certification Form HUD- 5382* as of the date this document is signed.”

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

*South Terrace is an equal opportunity provider and employer*

