

Hearthstone Apts

All applications that are submitted to Hearthstone Apts will be processed according to the properties Resident Selection Policy. In order to provide adequate time for each application, please contact the leasing office to schedule an appointment:

Mailing address:

2608 N Main St. Suite B #298

Belton, TX 76513

Office: 214-751-6160

Fax: 254-613-1014

Manager: hearthstone@mockingbirdmanagement.com

The following must be provided and/or attached at time of submission. **Application not having the following information will be consider incomplete and will not receive priority placement.**

- ☐ Application:
 - Complete with no empty spaces, unanswered questions, signed and dated.
DO NOT answer questions with “N/A”, answer with “NONE” instead.
DO NOT use white out or other correcting methods. Please mark through and correct the error, then initial the correction.
 - A separate application for each household member 18 years or older.
- ☐ 2 verifiable rental/residential references provided. If no references are available, provide at least 2-character references from non-family members of the community.
- ☐ Identification:
 - Copy of current picture I.D or Driver’s License (D.L) for all adult household members.
 - Copy of social security (SS) card for ALL household members.
 - Copy of Birth Certificates for ALL household members under the age of 18 years (minors).
- ☐ Signed & Dated Attachments:
 - Authorization for Release of Information.
 - Resident Selection Plan.
 - Attachments to the Application-Acknowledgment of receipt.

CURRENT RENT RATES ARE:

2 Bedroom.....\$764.00 to \$804.00



*“This institution is an equal opportunity provider and employer”
The owner does not discriminate against persons with disabilities.
Section 504 Coordinator: Candice George, 214-751-6152
T.D.D. 1-800-735-2989*





Hearthstone Apts



Date: _____

I, the undersigned, understand and agree that my application for an apartment with Hearthstone Apts shall remain active only for a period of one year.

I understand that I must show a renewed interest in my application every ninety days by:

- ❖ Notifying Hearthstone Apts in writing or in person that I continue to be interested in obtaining housing within 90 days.
- ❖ Providing Hearthstone Apts with information regarding my circumstances such as changes in household members, income, telephone numbers etc., as they change. Failure to do so will result in my application being removed from the waiting list.

I further agree and understand that if I am not housed prior to the aforementioned date and I fail to advise the property of my continued interest, in order to keep my application from expiring that said application will be removed from the waiting list. A copy of the Tenant Grievance and Appeals Procedure has been provided.

Applicant's Signature

Note: When your name comes to the top of the waiting list, we will notify you. Until that time comes, it is your responsibility to keep in touch with this office according to the directions above.

Please check which size is needed for your household.

**Security deposit is equal to one month's basic rent
Key deposit \$35.00**

**APPLICATION FEE IS NONREFUNDABLE!
SECURITY DEPOSIT IS NONREFUNDABLE AFTER 72 HOURS**

MUST BE PAID BY MONEY ORDER!

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Section 504 Coordinator: Candice George, 214-751-6152
T.D.D. 1-800-735-29892989*



TTY: 1-800-735-2988

**Application Submittal**
For Office Use OnlyDate Received: ____/____/____
Time Received: ____
Application Fee: \$ ____**RURAL RENTAL HOUSING ASSOCIATION OF TEXAS, INC.**
RENTAL APPLICATION_____
Property Name**Application Assignment**
For Office Use OnlyApartment No.: ____
Lease Date: ____/____/____
Rent: \$ ____**ABOUT YOU:** ☐ TENANT OR ☐ CO-TENANTApplicant's full name: _____ Current Landlord: _____
Present address: _____ Their Phone Number: _____

How long have you lived there? _____
Phone Number: (Home) _____ (Cell) _____ Current Monthly Rent: \$ _____
Driver's License Number: _____ (State) _____ Previous Landlord: _____
Social Security Number: _____ Address: _____
Date of Birth: _____ How long did you live there? _____
Marital Status (Optional): _____ Their Phone Number: _____
Why are you moving? _____ Previous Monthly Rent: \$ _____
Do you receive job related or other income? ☐ Yes ☐ No Are you currently attending any kind of school? ☐ Yes ☐ No
E-Mail Address: _____**YOUR SPOUSE:** (Note: Co-Tenants are required to complete a separate rental application)Full Name: _____ Drivers License Number: _____
Present address: _____ Social Security Number: _____

Date of Birth: _____
Phone Number: _____ Are you currently attending any kind of school? ☐ Yes ☐ No
Do you receive job related or other income? ☐ Yes ☐ No**OTHER OCCUPANTS:** (Anyone other than spouse, that is 18 or older, must complete a separate application)Does the tenant or co-tenants have legal custody of all minor children listed below? ☐ Yes ☐ No
Do you or any occupant have a live-in attendant? ☐ Yes ☐ No
Do you anticipate any changes in household size (new members, birth of child, adoption, foster child, etc.)? ☐ Yes ☐ No
Name: _____ Relationship: _____ SSN: _____ Birth date: _____ Student _____
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Social Security Numbers (SSN) must be provided for all household members except for: 1) Any member who does not contend eligible immigration status; 2) Individuals applying for HUD section 8 assistance who were age 62 or older and whose initial determination of HUD Section 8 rental assistance began before January 31, 2010. If you are eligible for this exemption #2, please tell us the name and address where you were receiving HUD Section 8 rental assistance:

VEHICLES: (List all vehicles, including motorcycles, RVs and trailers to be parked by you, your spouse or any occupants of the apartment.)Vehicle Type: _____ Year: _____ Color: _____ License No.: _____
Vehicle Type: _____ Year: _____ Color: _____ License No.: _____**PREFERENCES:**What size unit are you requesting? ☐ Efficiency ☐ 1 Bedroom ☐ 2 Bedroom ☐ 3 Bedroom
Are you applying for a handicap accessible unit? ☐ Yes ☐ No
Do you wish to claim the deduction available for handicap or disabled persons? ☐ Yes ☐ No
Do you wish to make any modifications to the apartment to accommodate a handicap or disability? ☐ Yes ☐ No (If yes, please describe): _____**EMERGENCY:**In the case of an emergency, notify _____
Address: _____ Relationship: _____
Daytime phone number: _____ Evening phone number: _____
In the case of serious illness, death or disappearance, is the above named person authorized to take possession of your property? ☐ Yes ☐ No
In the case of serious illness, death or disappearance, is the apartment property authorized to return any monies (rent or security deposit) due to the resident to the above named person? ☐ Yes ☐ No
Other instructions: _____

GENERAL INFORMATION:

Do you have a pet? ☐ Yes ☐ No Breed? _____ Age: _____ Weight: _____

Are all household members citizens of the United States of America? ☐ Yes ☐ No

If any member is not a United States citizen, is that person a qualified resident alien as defined by law? ☐ Yes ☐ No

Have you or anyone in your household (adult or juvenile) ever been convicted of, pled no contest to, or entered a guilty plea, to any criminal offense other than minor traffic violations? ☐ Yes ☐ No If yes, please describe: _____

Have you or anyone in your household ever lived at this apartment property? _____

Do you or anyone in your household use a controlled substance (drugs)? _____

Have you or anyone in your household ever:

- 1) broken an apartment lease? _____
- 2) been requested to vacate an apartment? _____
- 3) been evicted or sued for non-payment of rent? _____
- 4) been evicted or sued for damage to rental property? _____
- 5) received deferred adjudication for a felony? _____
- 6) been convicted of a felony? _____
- 7) been arrested and convicted as a sex offender? _____

Have you given notice to your present landlord of your intent to move? _____

How did you hear about us (Newspaper ad, Internet, friend, etc.) _____

Is any member of the household a veteran? _____

Are you seeking housing because you have been displaced by a Presidentially declared disaster? _____

Do you have a Letter of Priority Entitlement (LOPE)? _____

STUDENT STATUS:USDA requirements (determines eligibility for housing):

Will any tenant or co-tenant attend an institution of higher learning in the coming year? ☐ Yes ☐ No

- 1) Has the student established a separate household from parents for at least one year prior to occupancy? ☐ Yes ☐ No
- 2) Is the student claimed as a dependent on their parent's tax return? ☐ Yes ☐ No
- 3) Is the student financially independent from their parents? ☐ Yes ☐ No

HUD & HOME (eligibility for HUD or HOME assistance)

- 1) Is the student 24 years of age or older by Dec. 31 of the year in which the income certification begins? ☐ Yes ☐ No
- 2) Is the student a veteran? ☐ Yes ☐ No
- 3) Is the student married? ☐ Yes ☐ No
- 4) Does the student have a dependent child? ☐ Yes ☐ No
- 5) Is the student disabled? ☐ Yes ☐ No
- 6) Is the student currently living with their parents who are receiving section 8 assistance? ☐ Yes ☐ No
- 7) Are the student's parent's income eligible to receive section 8 assistance? ☐ Yes ☐ No
- 8) Is any student currently, or at any time from age 13 been an orphan, in foster care, or a ward of the Court? ☐ Yes ☐ No
- 9) Is any student currently an emancipated minor, or was an emancipated minor when they turned 18 years of age? ☐ Yes ☐ No
- 10) Is any student attending graduate classes to receive a masters or doctorate degree? ☐ Yes ☐ No
- 11) Has any student been verified during the school year as an unaccompanied youth who is homeless? ☐ Yes ☐ No
- 12) Is any student at risk of homelessness and has a supporting documentation from (i) a local educational agency homeless liaison or, (ii) a program funded under the Runaway and Homeless Youth Act, or (iii) a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act, or (iv) a financial aid administrator? ☐ Yes ☐ No

LIHTC requirements (determines eligibility for housing):

Has any tenant or co-tenant in the household attended school **full-time** for at least 5 months in the past year? ☐ Yes ☐ No

Does any tenant or co-tenant in the household intend to go to school full-time in the coming year? ☐ Yes ☐ No

If the answer is "Yes" to either of the questions above, complete the section below:

LIST the name of each Full-time Student: _____

NOTE: Households where all of the members are full-time students are not eligible unless they meet one of the exemptions:

- 1) Are all adult members of the household married and file a joint income tax return? ☐ Yes ☐ No
- 2) Does the household receive assistance under Title IV of the Social Security Act (i.e., AFDC/TANF)? ☐ Yes ☐ No
- 3) Is the student a single parent with a minor child? ☐ Yes ☐ No
- 4) If you have children, do you claim them on your federal income tax return? ☐ Yes ☐ No
- 5) Has any member of the household received assistance under the Job Training Partnership Act or similar federal or state law? ☐ Yes ☐ No
- 6) Has any member of the household previously enrolled in a foster care program? ☐ Yes ☐ No

CREDIT:

Credit Reference #1: _____ Phone #: _____
Address: _____ Account #: _____
Credit Reference #2: _____ Phone #: _____
Address: _____ Account #: _____

ASSET & INCOME QUESTIONNAIRE

The information on this form is authorized to be collected by the USDA Rural Housing Service to determine an applicant's eligibility and the amount the tenant must pay toward rent and utilities. This information may be released to appropriate Federal and State agencies. However, this information will not otherwise be released, except as permitted or required by law. Failure to disclose certain items of information requested may result in a delay in the processing of an application or its rejection.

INCOME:

Does any member of your household have a job? ☐ Yes ☐ No (Include wages, salary, overtime pay, military pay, commissions, fees, tips, bonuses, etc.)

Household Member Name	Employer (Name, Address & Phone No.)	Gross Monthly Wages
		\$
		\$
		\$

Does any member of your household own a business or rental property? ☐ Yes ☐ No

Name of Business	Type of business	Years of Ownership	Monthly Profit
			\$

Does any member of your household receive payments or benefits from Social Security, SSI, annuities, veterans benefits, retirement funds, pensions, insurance policies, etc.? ☐ Yes ☐ No

Household Member Name	Source (SS, Veterans, etc.)	Monthly Income
		\$
		\$
		\$

Does any member of your household receive unemployment, disability, death benefits, workers compensation payments, public assistance/TANF, etc.?

☐ Yes ☐ No

Household Member Name	Source (Unemployment, workers comp, etc.)	Monthly Income
		\$
		\$
		\$

Does any member of your household receive alimony, child support or regularly recurring contributions from someone not residing in the dwelling? ☐ Yes ☐ No

Household Member Name	Amount you are entitled to receive	Gross Amount received monthly
	\$	\$
	\$	\$
	\$	\$

Does any member of your household receive interest or dividend income? ☐ Yes ☐ No

Household Member Name	Source	Monthly Income
		\$
		\$
		\$

List all other household income. (Include severance pay, education grants, scholarships, etc.)

Household Member Name	Source	Monthly Income
		\$
		\$
		\$

Total Monthly Income

\$

Total Annual Income expected for the next 12 months

\$

ASSETS:

Total Cash on Hand for all members of the family \$

Does any member of your household have a bank account (checking, savings, etc)? ☐ Yes ☐ No

Account Holder	Bank (Name & address)	Interest Rate	Account Number	Avg 6 month Balance
				\$
				\$
				\$

Does any member of your household have Direct Express Card or any other type of debit card that receives a monthly deposit? ☐ Yes ☐ No

Account Holder	Source	Account Number	Balance
			\$
			\$

Does any member of your household own stocks, bonds, IRA, 401K, CD or retirement account? ☐ Yes ☐ No

Account Holder	Financial Institution (Name & address)	Income	Account Number	Current Value
				\$
				\$
				\$

Does any member of your household have a life insurance policy that has cash value? ☐ Yes ☐ No

Household member name	Description (Term, whole life, etc.)	Policy #	Cash Value
			\$
			\$

Does any member of your household have personal property held as an investment (gem & coin collections, antique autos, art, etc.)? ☐ Yes ☐ No

Description	Current Value
	\$

Does any member of your household own any property? ☐ Yes ☐ No

Household member name	Location of property	Appraised Value	Outstanding Mortgage
		\$	\$
		\$	\$

Has any member of your household sold or given away any assets in the last two (2) years? ☐ Yes ☐ No

Household member name	Description of property	Market value or appraised value	Amount of Sale
		\$	\$
		\$	\$

Have you or any household member received any lump sum payments, such as lottery winnings, inheritance or insurance settlements?
☐ Yes ☐ No (If yes, please describe)

Does any member of your household own any asset not listed above? ☐ Yes ☐ No (If yes, please describe in detail.)

EXPENSES:

CHILD CARE: To enable a household member to be employed or attend school, does anyone in your household pay for childcare services? ☐ Yes ☐ No (If yes, please list each provider):

MEDICAL EXPENSE: (Complete this section when the Tenant or Co-Tenant is at least 62 years old, or handicapped or disabled.)

Does your household pay medical expenses that are not covered by insurance? ☐ Yes ☐ No

If the answer is yes, you may be eligible for a reduction in your monthly rental payment. Please submit to the property manager the information necessary to document the amount of un-reimbursed medical expenses you expect to pay in the next 12 months.

Please list all states in which any and all occupants have ever resided:

Applicant: _____

Co-Applicant: _____

Other occupant #1: _____

Other occupant #2: _____

Other occupant #3: _____

Other occupant #4: _____

Are you or any member of your household subject to a lifetime sex offender registration of any state? ☐ Yes ☐ No (If yes, please list below)

If any member of the household is subject to a lifetime sex offender registration, you will be given the opportunity to permanently remove the individual from the household and, if such person is not permanently removed and barred from the property, you will not be allowed to occupy an apartment.

If you or any occupant of the household falsifies any information or otherwise fails to disclose criminal history in this application or in any recertification forms, then your occupancy shall terminate and you shall be evicted.

NOTICE OF RIGHTS AVAILABLE UNDER THE VIOLENCE AGAINST WOMENS ACT (VAWA):

Are you or any member of your household coming from a domestic violence or stalking situation? ☐ Yes ☐ No

If you otherwise qualify for housing and/or assistance at this community, you cannot be denied admission or denied assistance because you are or have been subject to domestic violence, dating violence, sexual assault, or stalking. If you want more information regarding VAWA protections please request a copy of the "Notice of Occupancy Rights Under the Violence Against Women Act" from the leasing office.

CERTIFICATION AND SIGNATURES: (All Adults in household must sign application.)

All statements contained in this application are true and correct. I authorize the owner or its representatives to contact any person to verify any information contained herein. In the event that information given above is discovered to have been false or incomplete, the applicant understands that their application may be rejected or they may lose any subsidy that the Federal Government pays and have their rent increased and be sued for eviction. The Applicant also certifies that the unit applied for will be the Applicant's Household's permanent residence and it does/will not maintain a separate subsidized rental unit in a different location.

Signing this acknowledgment indicates that you have had the opportunity to review the landlord's tenant selection criteria. The tenant selection criteria may include factors such as criminal history, credit history, current income, and rental history. If you do not meet the selection criteria, or if you provided inaccurate or incomplete information, your application may be rejected and your application fee will not be refunded.

Date

Signature of Applicant

Date

Signature of Applicant

PENALTIES FOR MAKING FALSE STATEMENTS: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper use of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person, who knowingly or willingly requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security numbers are contained in the Social Security Act at 208 (a) (6), (7) and (8). Violation of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).

FAIR HOUSING STATEMENT: This community is committed to complying with Federal, State & local fair housing laws by ensuring that all persons have an equal opportunity to apply for admission to housing and access to all amenities and activities that we administer regardless of their race, color, national origin, religion, sex, familial status, or disability.

CENSUS INFORMATION (OPTIONAL):

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

ADULT APPLICANT #1

Ethnicity:

- ☐ Hispanic or Latino
☐ Not Hispanic or Latino

Race: (Mark one or more)

- ☐ White ☐ Black or Africa American
☐ American Indian/Alaska Native ☐ Asian
☐ Native Hawaiian or other Pacific Islander

Gender: ☐ Male ☐ Female

ADULT APPLICANT #2

Ethnicity:

- ☐ Hispanic or Latino
☐ Not Hispanic or Latino

Race: (Mark one or more)

- ☐ White ☐ Black or Africa American
☐ American Indian/Alaska Native ☐ Asian
☐ Native Hawaiian or other Pacific Islander

Gender: ☐ Male ☐ Female

To ensure that Military Veterans are aware of other sources of services and benefits, we are providing the following information:

Are you a Veteran? ☐ Yes ☐ No

Important Information for Former Military Services Members: Women and men who served in any branch of the United States Armed Forces, including Army, Navy, Marines, Coast Guard, Air Force, Reserves or National Guard, may be eligible for additional benefits and services.

For more information please visit the Texas Veterans Portal at <https://veterans.portal.texas.gov>.

This institution is an equal opportunity provider. Esta institucion es un proveedor de services con igualdad de oportunidades.



Hearthstone Apts



AUTHORIZATION FOR RELEASE OF INFORMATION

I/We authorize and direct any Federal, State or local agency, organizations, business, or individual to release to and verify any application for participation in USDA Rural Development, LIHTC, TDHCA and HOME in administering and enforcing program rules and policies. I also consent for USDA Rural Development, LIHTC, TDHCA and HOME to release information from my file about my rental history to Tenant Tracker, credit bureaus, collection agencies or future landlords. This includes records on my payment history and any violations of my lease or policies.

INFORMATION COVERED

I/We understand that depending on program policies and requirements, previous or current information regarding my/our household or me may be needed. Verifications and inquiries that may be requested include but are not limited to:

Identity and Marital Status	Employment, Income, and Assets
Medical or Child Care	Credit and Criminal Activity
Residential and Rental Activity	

GROUPS OR INDIVIDUALS THAT MAY BE ASKED

The groups or individuals that may be asked to release the above information (depending on program requirements) include but are not limited to:

Previous Landlords (Including Housing Agencies)	Past and Present Employers Welfare Agencies
Schools and Colleges	State Unemployment Agencies
Law Enforcement Agencies	Social Security Administration
Retirement Systems	Veterans Administration
Medical and Child Care Providers	Support and Alimony Providers
Credit Providers and Credit Bureaus	Banks and other Financial Institutions

COMPUTER MATCHING NOTICE AND CONSENT

I/We understand and agree the properties affordable programs may conduct computer matching programs to verify the information supplied for my application or recertification. If a computer match is done, I understand that I have a right to notification of any adverse information found and a chance to disprove incorrect information. These agencies may in the course of its duties exchange information with other Federal Agencies, Department of Defense, Office of Personnel Management, the U.S. Postal Service, the Social Security Agency, and State welfare and AFDC agencies.

CONDITIONS

I/We agree that a photocopy of this authorization may be used for the purposes stated above. The original of the authorization is on file with the property and will stay in effect for one year and one month from the date signed. I understand I have a right to review my file and correct any information that I can prove incorrect.

SIGNATURES:

_____ Head of Household	_____ (Print Name)	_____ Date
_____ Spouse	_____ (Print Name)	_____ Date
_____ Adult Member	_____ (Print Name)	_____ Date
_____ Adult Member	_____ (Print Name)	_____ Date

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Florence Hearthstone Apartments

RESIDENT SELECTION PLAN

I. Fair Housing and Equal Opportunity Laws.

- A. In any phase of the occupancy process, management will comply with the provisions of Federal, State or local Fair Housing law prohibiting discrimination in housing on the grounds of race, color, religion, sex, familial status, national origin, or handicap. Other nondiscrimination provisions include Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 78 Stat. 241), Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, as they relate to the RD multi-housing program. The occupancy process includes, but is not necessarily limited to, application processing, leasing, transfers, delivery of management and services, access to common facilities and termination of occupancy.
- B. Should any applicant or resident believe their rights have been violated under the Fair Housing and Equal Opportunity laws, they may contact the:

**HUD, FHEO Office
801 Cherry Street, Unit #45, Suite 2500
Fort Worth, Texas 76102
817.978.5826**

- C. This 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 and Federal Fair Housing Acts, the Federal Fair Credit Reporting Act, program guidelines, and the Department's rules.

Specific animal, breed, number, weight restrictions, pet rules, and pet rules, and pet deposits will not apply to households having a qualified service/assistance animal(s).

II. EIV (Section 8 Properties Only)

In effort to ensure the right assistance is provided to the right people, the Department of Housing and Urban Development (HUD) has provided all RD 515/8 properties within our portfolio access to a new verification database called the Enterprise Income Verification Systems (EIV). EIV has the potential to provide Management with documentation regarding any Resident currently receiving rental housing assistance from Multifamily Housing, Public Housing or a participant in Housing Choice Voucher programs using the Existing Tenant Search and the Multiple Subsidy Report. Nothing prohibits a HUD assistance recipient from applying to this property. However, the applicant must move out of the current property and/or forfeit any voucher before HUD assistance on this property will begin. If the applicant or any member of the applicant household fails to fully and accurately disclose rental history, the application may be denied based on the applicant's "misrepresentation" of information. The EIV Existing Tenant Search will be utilized when processing an application and the Multiple Subsidy Report will be reviewed on a monthly basis. If any household member receives or attempts to receive assistance in another HUD assisted unit while receiving assistance on this property, the household member will be required to reimburse HUD for assistance paid in error. This is considered a material lease violation and may result in penalties up to and including eviction and pursuit of fraud charges. Staff will ONLY access your EIV income information at Annual Recertification, during your 30 Recertification after the initial move-in date and Management's issuance of an Interim Recertification.

During occupancy, each year as a resident the below listed information will be verified during the Annual Recertification process:

- Social Security Benefits/Medicare Payments
- Supplemental Security Income Payments
- Wage information
- New Hire
- Unemployment
- Resident receiving multiple subsidy payments

In the event, the inquiry into your EIV income information provides management with documentation of your Household's receipt of unreported income, you will be notified to report to the Rental office to meet with Management. In the event Management verifies the information received was not reported timely and exceeds the cumulative monthly amount of \$200 or more, a Recertification Repayment Agreement may be executed for a Resident to repay any overpayment of subsidy. If a Resident knowingly provides incomplete or inaccurate information, Management may terminate Assistance and/or Tenancy.

III. Applications and Program Eligibility

Management will accept an application for rental from any and all interested persons, in person, during normal business hours. All persons desiring to apply for occupancy will be provided the opportunity to submit completed applications. It must be recognized that submission of an application neither guarantees the applicant housing nor obligates the Agent to provide housing. Admission and move-in to the unit is contingent upon verified qualification of the applicant and availability of an appropriate unit. Management will serve a multi-family population.

- A. Application Completion Procedures.



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Florence Hearthstone Apartments

RESIDENT SELECTION PLAN

The date and time a complete application was submitted will be recorded on the waiting list and will establish priority for selection from the list. If an applicant submits an incomplete application, they must be notified in writing within 10 days of the items that are needed for the application to be considered complete and the priority will not be established until the additional items are received.

1. Written application, on properly prescribed form, must be made in order to be considered for residency.
2. Application must be made in person by the person(s) seeking the rental unit at the Manager's office on the Property unless the applicant meets the exception to this requirement noted in Section III. A. 4. Below.
 - Proof of identity such as driver's license, State identification card, etc. will be required of all applicants.
3. (Section 8 & Tax Credit properties only) every household member must sign a declaration of citizenship immigration status and must submit evidence of citizenship or immigration status. The application will not be considered complete until evidence of citizenship immigration status is provided. If the applicant cannot provide the necessary information, the owner may defer a final determination of eligibility until such time as the applicant provides such information. Only U.S. Citizens or eligible non-citizens may receive assistance. This means at least one family member must be able to provide proof of citizenship or eligible non-citizen status. If some family members are not able to provide proof of citizenship, assistance will be prorated accordingly, based on the number of confirmed eligible family members.
4. Applications may be submitted without personally appearing in the event that an interested party is physically disabled. Anyone may pick up an application at the Manager's Office and if necessary, an application will be mailed to interested persons. Should an applicant be unable physically come into the Office to complete the form:
 - a. The applicant shall be present to provide the required information to the person they have chosen to assist them in the completion of the application form.
 - b. The person assisting an applicant must sign and date the application along with the applicant, to indicate it was completed at the direction of the named applicant. The person will then deliver the application to the Manager's Office and provide proof of their identity to management.
5. The application must be completed in full. Any information required, but not readily available, must be so noted by the applicant on the application form.
 - a. Applicant will have ten (10) days to provide the information if immediate occupancy is anticipated.
 - b. Based on the waiting list, the applicant shall be given a time frame by the Manager, to bring in the required information.
 - c. Waiting List will remain open at all times and will never close.

B. Application Initial Screening Process/Interview for Move-in and Annual Recertification of Eligibility.

At the time application for rental is made, an initial screening interview will be conducted.

1. The application will be reviewed for completeness by the Management. Any applications which cannot be made complete at this time will be so noted by the Management and the applicant will be given a time frame to bring in the required information.
2. Proper identification will be obtained from the applicant by the Management and recorded.
3. Questions and concerns of the applicant will be answered by the Management.
4. The applicant will be provided a copy of the Resident Selection plan will be provided and the Management will explain the various stages of the waiting list process and the system for offering units.
5. All applicant household members must provide social security cards issued by the Social Security Administration. If the SS number is provided and a SS Card cannot be provided, the applicant will be allowed 90 days to obtain documentation and 6 months for occupants under the age of 6 in accordance with HUD regulations.

(For Section 8 Properties Only) For eligibility purposes, the requirement to disclose a Social Security Number is waived if no Social Security has been assigned and: a) A household member is 62 or older as of January 31, 2010 and eligibility determinations started before January 31, 2010 b) a household member is an ineligible non-citizen. The Social Security Number provided will be compared to the information recorded in the social Security Administration database (through HUD's Enterprise Income Verification System) to ensure that the Social Security Number, birth date and last name match. If EIV returns an error that cannot be explained or resolved, assistance and/or tenancy may be terminated, and any assistance paid in error must be returned to HUD. If the applicant/resident deliberately provides an inaccurate Social Security Number, the owner/agent and/or HUD may pursue additional penalties due to attempted frauds.

6. (Section 8 Properties Only) All applicant household members must provide evidence of citizenship or eligible immigration status. Non-citizens (except those age 62 and older) must sign a Verification Consent Form and submit documentation of their status or sign a declaration that they do not claim to have eligible status. Mixed families (a family with one or more ineligible family members and one or more eligible family members) may receive either prorated assistance or a temporary deferral of termination of assistance.
7. All Adult members (age 18 and older) in the applicant/resident's household must sign a tenant release and authorization at move-in and each year. (Section 8 Properties Only) All adult members (age 18 and older) in the applicant's family must sign HUD form 9887/9887A at move-in and every year thereafter.
8. The unit applied for, must be the applicants only residence.
9. Criminal, Credit and Rental background checks will be conducted for all applicants age 18 or older.

C. Record of Applications/Waiting List Procedures

1. Each applicant's name will be placed on the Record of Applications/Waiting List based on the date and time the application is received by the Management, which will be maintained by bedroom-size needs. The date and time a complete application was



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submitted will be recorded on the waiting list and will establish priority for selection from the list. If an applicant submits an incomplete application, they must be notified in writing within 10 days of the items that are needed for the application to be considered complete and the priority will not be established until the additional items are received.

The following information will also be indicated on the Record of Applications/Waiting List:

- a. Race/ethnicity.
 - b. Determination as to eligibility or ineligibility for selection based on eligibility and screening as noted in Section IV. of this Plan.
 - c. Date unit offered and if rejected, the reasons for the rejection.
 - d. Date assigned to a dwelling unit and identification of unit.
 - e. Reasons for moving applicant to an inactive status (if necessary).
2. Those applicants on the Record of Applications/Waiting List who have filed a complete application and have not been housed, but are still interested in housing, constitute the project's waiting list.
 3. Waiting list remains open for eligible applicants at all times.
 4. Applicants can be placed on multiple waiting lists for which the household qualifies based on occupancy standards. When an applicant is next on the waiting list, he or she can opt to accept the offered unit size or choose to remain on the waiting list for the other unit size.
- D. **Household income:** The household income must not **exceed** the applicable housing program income limits for the property. All income limits are available and posted at the leasing office.
- a. 60% of area median income level adjusted for family size (Tax Credit properties only) **see table referenced below.**
 - b. Very-low-income level adjusted for family size (Section 8)
 - c. Moderate-income level adjusted for family size (Section 515).

Income Limits

State: Texas

County: Williamson

<u>VeryLow1</u>	<u>VeryLow2</u>	<u>VeryLow3</u>	<u>VeryLow4</u>	<u>VeryLow5</u>	<u>VeryLow6</u>	<u>VeryLow7</u>	<u>VeryLow8</u>
\$46,850	\$53,550	\$60,250	\$66,900	\$72,300	\$77,650	\$83,000	\$88,350
<u>Low1</u>	<u>Low2</u>	<u>Low3</u>	<u>Low4</u>	<u>Low5</u>	<u>Low6</u>	<u>Low7</u>	<u>Low8</u>
\$72,950	\$83,400	\$93,800	\$104,200	\$112,550	\$120,900	\$129,250	\$137,550
<u>Moderate1</u>	<u>Moderate2</u>	<u>Moderate3</u>	<u>Moderate4</u>	<u>Moderate5</u>	<u>Moderate6</u>	<u>Moderate7</u>	<u>Moderate8</u>
\$78,450	\$88,900	\$99,300	\$109,700	\$118,050	\$126,400	\$134,750	\$143,050

- E. (Section 8) only citizens, or eligible non-citizens, are eligible for assistance as well as a discussion of a temporary deferral of termination of assistance, and provisions for pro-rating the rent for mixed families.

IV. Rejecting Applications.

A. Reasons Applications May Be Rejected.

1. Not meeting, or in certain programs exceeding, USDA and/or HUD criteria for the property.
2. Not meeting property screening criteria described in Section V. of this Plan.
3. Family composition does not conform to guidelines established by USDA and/or HUD for occupancy standards based upon the units available.
4. Applicant provided false information.
5. Students enrolled at an institution of higher education, under the age of 24, not a veteran, unmarried, and the do not have a dependent child, and that are seeking section 8 assistance in the individual capacity if neither the student nor the student's parents are income eligible, demonstrate and is not a person with disabilities, as such term as defined in "sections 3(b)(3)(F) of the United States Housing Act of 1937 (42 U.S.C. 1437a (b)(3)(E)) ..." and was not receiving section 8 assistance as of November 30, 2005"
"A student under the age of 24 who meets the additional criteria of Section 327 of the Act may be income eligible for assistance in circumstances where an examination of the income of the student's parents may not be relevant AND where the student can demonstrate the absence of, or his or her independence from parents by establishing a separate household from parents for at least a year."
(Tax Credit) A student enrolled full time greater than 5 months in a calendar year in an institution of higher education and not meeting the following exceptions: married, have a dependent child, previously in foster care, and/or enrolled in a job training program.
6. The applicant's annual income must not exceed the programs income limits up to the Low-income limit (Section 8 properties), Moderate-income limits (USDA Properties) or 60% limits (100% Tax-credit Properties).
7. The applicant is ineligible for occupancy in a particular unit or property (as described in the HUD Handbook 4530.3 Chapter 3, Sections 1 and 2 under eligibility requirements, IRS 8823 and USDA 3560)
8. The applicant is unable to disclose and document SSNs of all household members or (**section 8 only**) does not execute a certification stating that no SSNs have been assigned;

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9. The applicant does not sign and submit verification consent forms or the Authorization for Release of Information (forms HUD-9887 and HUD-9887-A)
10. The household has characteristics that are not appropriate for the specific type of unit available at the time, or has a family of a size not appropriate for the unit sizes that are available. (In such cases, Management may deny the applicant admission to a specific unit, but the applicant may continue to wait for another unit.)
11. Applicant must agree to pay rent required by the program under which the family will be receiving assistance.
12. The unit for which the family is applying for must be the only residence.
13. Applicants who are subject to a state lifetime sex offender registration program, or are individuals whose abuse or pattern of abuse of alcohol and/or drug-related behavior that would interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

B. Procedures for Rejecting Applicants

1. All applicants whose application is rejected will receive notification of the rejection in writing and the reasons for the denial of the application stated. The applicant will be allowed 7 days (TAA Applications/Leases) 10 days (USDA Properties) or 14 days (HUD Properties) to dispute the rejection. Within 5 business days of the response or meeting, management will advise the applicant in writing of the final decision on eligibility.
2. Applications needing additional data to qualify for housing will be sent a notice of conditional approval. This notice will be sent regular mail allowing the applicant 10 days (USDA Properties) or 14 days (HUD Properties) to respond to the request. Failure to respond in due time will disqualify the applicant.

V. Screening.

A. Screening Criteria.

All eligible applicants will be screened based on the following screening criteria. This criterion includes, but is not solely limited to:

Credit History:

Banking and/or Credit information provided by applicant on their Rental Application must be found upon inquiry, by Management, to be true and correct. Information to be reviewed include but are not limited to:

- (1) A court-created or court-affirmed obligation or judgment caused by non-payment that is currently outstanding or has been outstanding and in noncompliance with set terms, except:
 - (a) A bankruptcy in which: Debts were discharged prior to the date of application: or Where an applicant successfully completed a bankruptcy debt restructuring plan and has demonstrated a willingness to meet obligations when due for the 6 months prior to the date of application.
 - (b) A judgment satisfied more than 6 months before the date of application
 - (c) Child support with verification of wage garnishments or proof of consecutive payments for the past 6 months
- (2) An outstanding Internal Revenue Service (IRS) tax lien or any other outstanding tax liens with no satisfactory arrangement for payment.
- (3) A foreclosure that has been completed within the last 36 months. Special consideration by Management will be made on a case by case basis. Items of consideration may include but are not limited to: divorce, death, loss of income etc.
- (4) Outstanding collection accounts with a record of irregular payments with no satisfactory arrangements for repayment will be reviewed.
- (5) Non-Agency debts written off within the last 36 months, or are being considered for debt settlement. Agency debts that were debt settled within the past 36 months, or are being considered for debt settlement. Any delinquency on a federal debt.

Mitigating circumstances – on a case-by-case basis we may waive or modify some criteria requirements based upon our reasonable judgment. For example, the credit history shows unfavorably due to a medical emergency, a contested divorce, etc.

Rental History:

The applicant must have the ability to pay rent and adhere to the lease agreement. Verification of current and prior rental history will be obtained. Having no prior rental history, however, will not be a reason to deny an application.

An application will be denied if there is:

- History of nonpayment of rent
- History of violating the lease and rental agreements that would pose a threat to the property or other residents
- History of disturbing the neighbors
- An amount owed over \$50, incurred during previous tenancies, unless the applicant can provide evidence the account has been paid in full, had been making satisfactory payment agreement or received of a release from previous landlord.
- History of evictions and/or judgments against them regarding previous tenancies.

Applicants with no rental history and no credit history may provide letters from their family or a guardian certifying the applicant has never rented anywhere and has not established credit. **Character references will be required if a rental history does not exist.** Applicants in this category will be accepted for occupancy only if there is no derogatory credit; rental or criminal history found after the eligibility investigation is completed.

Criminal History:



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All applicants 18 and older will be subject to a criminal background check.

Any household member's behavior that is determined to potentially interfere with the health, safety, and right to peaceful enjoyment by other residents **will be denied**.

Applicants that have been evicted (within the last 5 years) for drug related activity, or currently engaged in the use of illegal drugs or are subject to state sex offender lifetime registration requirements **will be denied** occupancy.

In addition, applicants that have a criminal conviction, current indictment, adjudicated sentence and/or a pattern of criminal activity for any of the following **MAY** be denied occupancy depending upon the seriousness of the offense and the length of time since the conviction.

- Theft;
- Burglary;
- Terrorist threat;
- Robbery;
- Fraud;
- Indecent exposure or any act of violence or sexual deviation that would constitute a danger to neighbors;
- Pattern of illegal use of alcohol and/or drugs, related convictions within the past 5 years; Convictions for the sale, manufacture or distribution of drugs and/or alcohol;
- Crimes involving firearms or crimes against persons or property;

B. Special Considerations.

On a case-by-case basis, the owner/agent may consider extenuating circumstances in the screening process and while evaluating information obtained during the process to assist in determining the acceptability within 7 days. Factors to be considered in such a case will include:

1. The time, nature and extent of the applicant's involvement and conduct.
2. Evidence of rehabilitation.
3. Evidence of applicant family's participation in, or willingness to participate in, social service or other appropriate counseling service programs and the availability of such programs.
4. Evidence of the applicant's willingness to attempt to increase family income and the availability of training or employment programs in the locality.
5. An indication that the family is likely to improve its financial situation because rent will be lower once the family is admitted to subsidize housing.
6. Circumstances leading to the offending action no longer exist.
7. The seriousness of the offense or the degree of participation in the offending activity by the household member.
8. The extent to which the applicant household has taken responsibility and takes all reasonable steps to prevent or mitigate the offending action.
9. The effect of the offending action on the program's integrity.

VI. Selection and Waiting List Policy

Applicants determined eligible are selected based on income and chronologically from the appropriate bedroom size and/or type in which a vacancy exists. At the time a unit is offered the applicant will be required to provide all documentation needed to certify to the household's income, assets, citizenship, number of occupants of the apartment, and other matters necessary to establish eligibility for occupancy.

Security Deposits: A security deposit equal to the amount of one month's basic rent is due at time of move-in.

(SECTION 8 PROPERTIES) A security deposit equal to the total tenant payment (TTP) is due at time of move-in.

Rent: All applicant's if approved must agree to pay the required rent by the program under which the applicant will receive assistance. The following basic and max rent amounts have been approved by USDA RD.

**These rent amounts are subject to change with assignment of rental subsidy.*

Fees: A application fee of \$22.50 for the first applicant, \$17.50 for each additional applicant, and a key of \$35 will be due at the time of move-in.

**Please note the application fee is subject to change. Contact the leasing office for further information.*

In addition, there are several areas where the applicant may be given priority consideration over that of another applicant.

A. Applicant Priority.

Selection from the completed applications on the waiting list shall be made in the following priority order.

1. Displaced or Special Needs
2. Extremely Low Income, (until 40% required by HUD is met on Section 8 properties).
3. Very Low Income,
4. Low Income,
5. Moderate-Income,

B. Income Targeting (Section 8 properties).



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At least 40% of the assisted units that become available each year of this property's fiscal year will be made available to families whose income does not exceed 30% of the area median income (extremely low income) at the time of admission.

VII. Assignment of Apartments.

Occupancy Standards and income limits are set by the following chart (Section 8 and Section 515 properties only):

Size of unit	Minimum number of residents	Maximum number of residents
1-bedroom	1	3
2-bedroom	2	5
3-bedroom	3	7
4-bedroom	4	9

A. System of Unit Offers.

1. **Priority Transfers.**

While the basic standards are to house all very low-income applicants prior to low and then moderate-income applicants, there are situations where this process may be bypassed. When a rental unit becomes available for occupancy priority will be given to the following eligible tenants in the housing project prior to selecting an eligible applicant from the waiting list. (Reference Transfer Policies for additional information)

- If the unit is a handicapped accessible unit, then an eligible household that needs the features of that unit will receive priority over all other applicants, regardless of income.
- Residents requiring transfers deemed necessary based upon certified medical conditions.
- Residents requiring transfers deemed necessary based upon VAWA.
- Over Housed: Residents that are housed in over-crowded conditions and have requested a larger unit appropriate for their household size bringing the household into compliance with the occupancy policy for the property.
- Under Housed: Residents that are housed in a unit providing a greater number of bedrooms than warranted for their household size bringing the household into compliance with the occupancy policy for the property.

Management will retain a list by bedroom size of families that require unit transfers. The family name shall be placed on this list on the day the Manager becomes aware of the family composition change or other circumstances requiring a change.

An individual in one of the situations identified below would not be eligible for housing before applicants on the waiting list for a lower income category.

- No longer a need for the accessible unit in which the household resides
- Availability of Deeper Subsidy (For Tax-Credit Properties only)
- Management convenience or for the safety of residents.
- A resident who has given indication that they intend to move within the next few months need not be transferred. Any decision not to transfer a resident, however, should be documented and the resident notified in writing

2. **Priority Applicants:**

- Eligible applicants that meet the following conditions must be given priority for occupancy over all other tenants regardless of income. Such applicants, however, will be ranked among themselves by income level, giving priority first to very low-income households, then to low-income households, and finally to moderate-income households.
 - Residents who require the special features of a unit accessible to individuals with disabilities only for the units with these features. If more than one applicant needs the features of the accessible unit, then applicants who are very low-income would have priority, followed by low-income and then moderate-income households.
 - The applicant has a letter of Priority Entitlement (LOPE) issued in accordance with 3560.660 (c)
 - The applicant was displaced from Agency-financed housing but was not issued a LOPE.
 - The applicant was displaced in a Federal declared disaster area.
 - Homeless (a full "homeless" definition is available)
 - (Tax Credit ONLY)** TDHCA "special needs certification".
- An applicant will be offered an apartment of appropriate bedroom size and type. If there are no applicants for the appropriate bedroom size and type on the waiting list and no applications pending for the appropriate size an offer may be made to house an ineligible family in the available unit after prior approval.

Note: Eligibility is determined on a unit by unit basis in accordance with the priorities above.

B. **Certification and lease process**

- If more than one such apartment is vacant, the applicant will be given a choice of all appropriate sized units.



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2. All applicants 18+ must sign the Tenant Income Certification forms (HUD Forms 9887 and 9887A, USDA RD 3560-8, TDHCA TIC) at move in and at each annual recertification.
3. The unit must be the resident's sole residence.
4. All applicant's if approved must agree to pay the required rent by the program under which the applicant will receive assistance
5. **Non-Renewal & Termination of Occupancy** (RRHA Lease Agreement)
The owner shall terminate the lease and/or resident's right to occupancy and evict the resident or refuse to renew the lease only for material noncompliance with the lease or other good cause (as defined below.)

MATERIAL NONCOMPLIANCE means one or more substantial violations of the lease; or nonpayment or repeated late payment of rent or other financial obligation due under the lease (or any portion thereof) beyond any grace period; or admission to or conviction for use, attempted use, possession, manufacture, selling, or distribution of an illegal controlled substance that: (i) is conducted in or on the premises by the resident or someone under the resident's control; or (ii) is allowed to happen by a household member or guest because the resident has not taken reasonable steps to prevent or control such illegal activity; or (iii) because the resident has not taken steps to remove the household member or guest who is conducting the illegal activity.

GOOD CAUSE shall include but not be limited to (1) material noncompliance with the lease, (2) non-eligibility for tenancy, or (3) activity or conduct of any resident, household member, guest or invitee, that (a) threatens the health, safety, or right to peaceful enjoyment of the premises of other residents and owner/management, (b) threatens the health, safety, or right to peaceful enjoyment of the residences of persons residing in the immediate vicinity of the premises, or (c) has an adverse financial effect on the complex. Such prohibited activity or conduct includes any criminal activity, including the use or pattern of use of an illegal drug, and abuse or pattern of abuse of alcohol. The Owner may terminate the tenancy for such activity or conduct regardless of whether there has been an arrest or conviction and without satisfying a criminal standard of proof of the prohibited activity or conduct.

NOTICE OF VIOLATION. Owner will provide resident with notice of material lease violation or for other good cause. The notice will refer to the relevant portions of the lease stating the violation with sufficient detail to enable the resident to understand and correct the violation (if such violation involves the failure to pay rent, the notice shall state the dollar amount of the balance due and the date of such computation), shall state that the resident shall be expected to correct the violation by a specific date, shall state that the resident may informally meet with the owner to attempt to resolve the stated violation before the date of corrective action specified in the notice, and advise resident that if the action is not corrected by the specified date, the owner shall seek to terminate the lease by bringing a judicial action, at which time the resident may present a defense.

NOTICE OF TERMINATION. Upon the failure of resident to meet the conditions or correct the violation stated in the Notice of lease violation by the date specified therein, owner shall notify resident that the occupancy is terminated and that eviction is being sought through the appropriate judicial process. This notice shall comply with the State law and state the reason for the termination of occupancy, inform the resident of the rights under VAWA, provide a Tenant Grievance & Appeals Procedure, as well as the location and office hours during which the resident or resident's counsel may review resident's file and copy information to aid in the resident's defense. The notice will also state how a person with disabilities may request a reasonable accommodation in relation to the notice provided.

C. **Rental units accessible to individuals with disabilities.**

If a rental unit accessible to individuals with disabilities is available and there are no applicants that required the features of the unit, borrower may rent to a non-disabled tenant subject to the inclusion of a lease provision that requires the tenant to vacate the unit within 30 days of notification from management that an eligible individual with disabilities requires the unit and provided the accessible unit has been marketed as an accessible unit, outreach has been made to organizations representing the disabled, and marketing of the unit as an accessible unit continues after it has been rented to a tenant who is not in need of the special design features.

D. **Unit Rejection and Waiting List Position.**

1. If the applicant rejects the vacancy offered, the applicant shall be placed at the bottom of the Waiting List.
2. Applicants may reject offers of vacancy without being moved from their place on the Waiting List in the case of hardship or handicapping condition, not related to race, color, religion, sex, familial status, or national origin.
3. Applicants who are willing to move, but unable to do so at the time of the offer will remain on the Waiting List in the order they applied. Management will determine the type of evidence required to establish the inability to move.

IX. Section 504 Statement

This property will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973, the property will make reasonable accommodation for individuals with handicaps or disabilities (be it applicant or a resident). Such accommodations may include changes in method of administering policies, procedures, and/or services. In addition, when subject to Section 504 requirements, this property may perform structural modifications to housing and non-housing facilities (common areas) on site where such modifications would be necessary to afford all individuals full access to the housing program for qualified individuals with disabilities.



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Any person expressing a desire to apply for a reasonable accommodation will be provided the appropriate forms by the leasing office; however, the reasonable accommodation request is not required to be in writing. When a request for reasonable accommodation is received, it will be forwarded to the 504 coordinator and reviewed in a prompt manner. If determine that additional information is needed, we will inform you in writing as soon as practicable and provide a reasonable time period for a response. Decisions on requests for reasonable accommodation shall be made within fourteen (14) days after the date on which the reasonable accommodation is received. If the Management denies a request for a reasonable accommodation, we will explain in writing the basis for its decision and reason why the request is being denied. The Property shall keep written records in resident or applicant files of its decisions to grant or deny any request for reasonable accommodation.

X. The Violence against Women Act

The Violence against Women Act (VAWA,P.L.09-62) and the Justice Department Reauthorization Act of 2005 protects housing assistance applicants and residents who have been victimized by domestic violence, dating violence, sexual assault, stalking and “affiliated individuals” of the victim as follows:

1. Applicants cannot be denied rental assistance solely because they were previously Evicted from an assisted site for being victims;
2. Applicants cannot be denied assistance solely for criminal activity or other acts against them that were directly related to being a victim of domestic violence, dating violence, sexual assault or stalking if the applicant otherwise qualifies for assistance or admission;
3. Residents cannot be evicted, or have their subsidies terminated solely because they were victims of domestic violence, dating violence, sexual assault and/or stalking; being a victim does not qualify as a “serious or repeated violation of the lease” or “other good cause” for eviction.
4. The domestic abusers may be evicted and their names removed from leases. Remaining household members may continue residency as long as they are eligible.
5. In the event a transfer is required, Emergency Transfer Procedures are available in the leasing office.

Note: Certification of victim status is required, which includes names of abusers. Only victim service providers, medical professionals or attorneys who have counseled a victim can provide third-party verification of the applicant’s/resident’s status as a domestic violence victim.

You will be notified in writing (at the address specified by you) of your eligibility for occupancy. If you are determined eligible for occupancy and an apartment is not immediately available, you will be placed on a waiting list. When an apartment is available, you will be required to: 1) Sign a 1 year written lease; 2) Pay a security deposit in advance; 3) Pay the first month’s pro-rated rent in advance; 2) Make all required security deposits with the utility company to have the utilities transferred to your name; and 5) Complete a “move-in” inspection of the apartments with the manager.

Signing this acknowledgement indicates that you have had the opportunity to review the landlord’s Residents Selection Plan. The Resident Selection Plan may include factors such as criminal history, credit history, credit history, current income, and rental history. If you do not meet the selection criteria, or if you provided inaccurate or incomplete information, your application may be rejected and your application fee will NOT be refunded.

Resident Signature

Date

Resident Signature

Date

Management Agent/Owner Signature

Date



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Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking

When should I receive this form? A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you are admitted as a tenant, when you receive an eviction or termination notice and prior to termination of tenancy, or when you are denied as an applicant. A covered housing provider may provide these forms at additional times.

What is the Violence Against Women Act (“VAWA”)? This notice describes protections that may apply to you as an applicant or a tenant under a housing program covered by a federal law called the Violence Against Women Act (“VAWA”). VAWA provides housing protections for victims of domestic violence, dating violence, sexual assault or stalking. VAWA protections must be in leases and other program documents, as applicable. VAWA protections may be raised at any time. You do not need to know the type or name of the program you are participating in or applying to in order to seek VAWA protections.

What if I require this information in a language other than English? To read this information in Spanish or another language, you can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

What do the words in this notice mean?

- *VAWA violence/abuse* means one or more incidents of domestic violence, dating violence, sexual assault, or stalking.
- *Victim* means any victim of *VAWA violence/abuse*.
- *Affiliated person* means the tenant’s spouse, parent, sibling, or child; or any individual, tenant, or lawful occupant living in the tenant’s household; or anyone for whom the tenant acts as parent/guardian.
- *Covered housing program*¹ includes the following HUD programs:
 - Public Housing
 - Tenant-based vouchers (TBV, also known as Housing Choice Vouchers or HCV) and Project-based Vouchers (PBV) Section 8 programs
 - Section 8 Project-Based Rental Assistance (PBRA)
 - Section 8 Moderate Rehabilitation Single Room Occupancy
 - Section 202 Supportive Housing for the Elderly
 - Section 811 Supportive Housing for Persons with Disabilities
 - Section 221(d)(3)/(d)(5) Multifamily Rental Housing
 - Section 236 Multifamily Rental Housing
 - Housing Opportunities for Persons With AIDS (HOPWA) program
 - HOME Investment Partnerships (HOME) program
 - The Housing Trust Fund
 - Emergency Solutions Grants (ESG) program
 - Continuum of Care program
 - Rural Housing Stability Assistance program
- *Covered housing provider* means the individual or entity under a covered housing program that is responsible for providing or overseeing the VAWA protection in a specific situation. The covered housing provider may be a public housing agency, project sponsor, housing owner, mortgagor, housing manager, State or local government, public agency, or a nonprofit or for-profit organization as the lessor.

What if I am an applicant under a program covered by VAWA? You can’t be denied housing, housing assistance, or homeless assistance covered by VAWA just because you (or a household member) are or were a victim or just because of problems you (or a household member) had as a direct result of being or having been a victim. For example, if you have a poor rental or credit history or a criminal record, and that history or record is the direct result of you being a

¹ For information about non-HUD covered housing programs under VAWA, see Interagency Statement on the Violence Against Women Act’s Housing Provisions at <https://www.hud.gov/sites/dfiles/PA/documents/InteragencyVAWAHousingStmnt092024.pdf>.

victim of VAWA abuse/violence, that history or record cannot be used as a reason to deny you housing or homeless assistance covered by VAWA.

What if I am a tenant under a program covered by VAWA? You cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because you (or a household member) are or were a victim of VAWA violence/abuse. You also cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because of problems that you (or a household member) have as a direct result of being or having been a victim. For example, if you are a victim of VAWA abuse/violence that directly results in repeated noise complaints and damage to the property, neither the noise complaints nor property damage can be used as a reason for evicting you from housing covered by VAWA. You also cannot be evicted or removed from housing, housing assistance, or homeless assistance covered by VAWA because of someone else's criminal actions that are directly related to VAWA abuse/violence against you, a household member, or another affiliated person.

How can tenants request an emergency transfer? Victims of VAWA violence/abuse have the right to request an emergency transfer from their current unit to another unit for safety reasons related to the VAWA violence/abuse. An emergency transfer cannot be guaranteed, but you can request an emergency transfer when:

1. You (or a household member) are a victim of VAWA violence/abuse;
2. You expressly request the emergency transfer; **AND**
3. **EITHER**
 - a. you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the same dwelling unit; **OR**
 - b. if you (or a household member) are a victim of sexual assault, either you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) were to stay in the unit, or the sexual assault occurred on the premises and you request an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

You can request an emergency transfer even if you are not lease compliant, for example if you owe rent. If you request an emergency transfer, your request, the information you provided to make the request, and your new unit's location must be kept strictly confidential by the covered housing provider. The covered housing provider is required to maintain a VAWA emergency transfer plan and make it available to you upon request. To request an emergency transfer or to read the covered housing provider's VAWA emergency transfer plan, please contact your leasing office or print online using this link <https://www.hud.gov/sites/dfiles/OCHCO/documents/5383.pdf>. The VAWA emergency transfer plan includes information about what the covered housing provider does to make sure your address and other relevant information are not disclosed to your perpetrator.

Can the perpetrator be evicted or removed from my lease? Depending on your specific situation, your covered housing provider may be able to divide the lease to evict just the perpetrator. This is called "lease bifurcation."

What happens if the lease bifurcation ends up removing the perpetrator who was the only tenant who qualified for the housing or assistance? In this situation, the covered housing provider must provide you and other remaining household members an opportunity to establish eligibility or to find other housing. If you cannot or don't want to establish eligibility, then the covered housing provider must give you a reasonable time to move or establish eligibility for another covered housing program. This amount of time varies, depending on the covered housing program involved. The table below shows the reasonable time provided under each covered housing programs with HUD. Timeframes for covered housing programs operated by other agencies are determined by those agencies.

Covered Housing Program(s)	Reasonable Time for Remaining Household Members to Continue to Receive Assistance, Establish Eligibility, or Move.
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NOTICE OF OCCUPANCY RIGHTS UNDER
THE VIOLENCE AGAINST WOMEN ACT
HUD-5380: Rights for Survivors

U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Expires 1/31/2028

HOME and Housing Trust Fund, Continuum of Care Program (except for permanent supportive housing), ESG program, Section 221(d)(3) Program, Section 221(d)(5) Program, Rural Housing Stability Assistance Program	Because these programs do not provide housing or assistance based on just one person's status or characteristics, the remaining tenant(s), or family member(s) in the CoC program, can keep receiving assistance or living in the assisted housing as applicable.
Permanent supportive housing funded by the Continuum of Care Program	The remaining household member(s) can receive rental assistance until expiration of the lease that is in effect when the qualifying member is evicted.
Housing Choice Voucher, Project-based Voucher, and Public Housing programs (for Special Purpose Vouchers (e.g., HUD-VASH, FUP, FYI, etc.), see also program specific guidance)	<p>If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.</p> <p>For HUD-VASH, if the veteran is removed, the remaining family member(s) can keep receiving assistance or living in the assisted housing as applicable. If the veteran was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days to establish program eligibility or find alternative housing.</p>
Section 202/811 PRAC and SPRAC	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or until the lease expires, whichever is first, to establish program eligibility or find alternative housing.
Section 202/8	<p>The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or when the lease expires, whichever is first, to establish program eligibility or find alternative housing.</p> <p>If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.</p>
Section 236 (including RAP); Project-based Section 8 and Mod Rehab/SRO	The remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
HOPWA	The remaining household member(s) must be given no less than 90 calendar days, and not more than one year, from the date of the lease bifurcation to establish program eligibility or find alternative housing. The date is set by the HOPWA Grantee or Project Sponsor.

Are there any reasons that I can be evicted or lose assistance? VAWA does not prevent you from being evicted or losing assistance for a lease violation, program violation, or violation of other requirements that are not due to the VAWA violence/abuse committed against you or an affiliated person. However, a covered housing provider cannot be stricter with you than with other tenants, just because you or an affiliated person experienced VAWA abuse/violence. VAWA also will not prevent eviction, termination, or removal if other tenants or housing staff are shown to be in immediate, physical danger that could lead to serious bodily harm or death if you are not evicted or removed from assistance. **But only if no other action can be taken to reduce or eliminate the threat** should a covered housing provider evict you or end your assistance, if the VAWA abuse/violence happens to you or an affiliated person. A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you receive an eviction or termination notice and prior to termination of tenancy.

What do I need to document that I am a victim of VAWA abuse/violence? If you ask for VAWA protection, the covered housing provider may request documentation showing that you (or a household member) are a victim. BUT the covered housing provider must make this request in writing and must give you at least 14 business days (weekends and holidays do not count) to respond, and you are free to choose any one of the following:

1. A self-certification form (for example, Form-HUD 5382), which the covered housing provider must give you along with this notice. Either you can fill out the form or someone else can complete it for you;
2. A statement from a victim/survivor service provider, attorney, mental health professional or medical professional who has helped you address incidents of VAWA violence/abuse. The professional must state “under penalty of perjury” that he/she/they believes that the incidents of VAWA violence/abuse are real and covered by VAWA. Both you and the professional must sign the statement;
3. A police, administrative, or court record (such as a protective order) that shows you (or a household member) were a victim of VAWA violence/abuse; OR
4. If allowed by your covered housing provider, any other statement or evidence provided by you.

It is your choice which documentation to provide and the covered housing provider must accept any one of the above as documentation. The covered housing provider is prohibited from seeking additional documentation of victim status or requiring more than one of these types of documentation, unless the covered housing provider receives conflicting information about the VAWA violence/abuse.

If you do not provide one of these types of documentation by the deadline, the covered housing provider does not have to provide the VAWA protections you requested. If the documentation received by the covered housing provider contains conflicting information about the VAWA violence/abuse, the covered housing provider may require you to provide additional documentation from the list above, but the covered housing provider must give you another 30 calendar days to do so.

Will my information be kept confidential? If you share information with a covered housing provider about why you need VAWA protections, the covered housing provider must keep the information you share strictly confidential. This information should be securely and separately kept from your other tenant files. No one who works for your covered housing provider will have access to this information, unless there is a reason that specifically calls for them to access this information, your covered housing provider explicitly authorizes their access for that reason, and that authorization is consistent with applicable law.

Your information **will not be disclosed** to anyone else or put in a database shared with anyone else, except in the following situations:

1. If you give the covered housing provider written permission to share the information for a limited time;
2. If the covered housing provider needs to use that information in an eviction proceeding or hearing; or
3. If other applicable law requires the covered housing provider to share the information.

How do other laws apply? VAWA does not limit the covered housing provider's duty to honor court orders about access to or control of the property, or civil protection orders issued to protect a victim of VAWA abuse/violence.

Additionally, VAWA does not limit the covered housing provider's duty to comply with a court order with respect to the distribution or possession of property among household members during a family break up. The covered housing provider must follow all applicable fair housing and civil rights requirements.

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. To request a reasonable accommodation, please contact [INSERT APPROPRIATE STAFF MEMBER CONTACT INFORMATION]. Your covered housing provider must also ensure effective communication with individuals with disabilities.

Have your protections under VAWA been denied? If you believe that the covered housing provider has violated these rights, you may seek help by filing VAWA complaints at <https://www.hud.gov/VAWA> and https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA. To file a VAWA complaint, visit <https://www.hud.gov/fairhousing/fileacomplaint>.

Need further help?

- For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.
- Talk with a housing advocate.

Public reporting burden for this collection of information is estimated to range from 45 to 90 minutes per each covered housing provider's response, depending on the program. This includes time to print and distribute the form. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, D.C. 20410. This notice is required for covered housing programs under section 41411 of VAWA and 24 CFR 5.2003. Covered housing providers must give this notice to applicants and tenants to inform them of the VAWA protections as specified in section 41411(d)(2). This is a model notice, and no information is being collected. A Federal 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.

**CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

Confidentiality Note: Any personal information you share in this form will be maintained by your covered housing provider according to the confidentiality provisions below.

Purpose of Form: If you are a tenant of or applicant for housing assisted under a covered housing program, or if you are applying for or receiving transitional housing or rental assistance under a covered housing program, and ask for protection under the Violence Against Women Act ("VAWA"), you may use this form to comply with a covered housing provider's request for written documentation of your status as a "victim". This form is accompanied by a "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

VAWA protects individuals and families regardless of a victim's age, sex, or marital status.

You are not expected **and cannot be asked or required** to claim, document, or prove victim status or VAWA violence/abuse other than as stated in "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

This form is **one of your available options** for responding to a covered housing provider's written request for documentation of victim status or the incident(s) of VAWA violence/abuse. If you choose, you may submit one of the types of third-party documentation described in Form HUD-5380, in the section titled, "What do I need to document that I am a victim?". Your covered housing provider must give you at least 14 business days (weekends and holidays do not count) to respond to their written request for this documentation.

Will my information be kept confidential? Whenever you ask for or about VAWA protections, your covered housing provider must keep any information you provide about the VAWA violence/abuse or the fact you (or a household member) are a victim, including the information on this form, strictly confidential. This information should be securely and separately kept from your other tenant files. This information can only be accessed by an employee/agent of your covered housing provider if (1) access is required for a specific reason, (2) your covered housing provider explicitly authorizes that person's access for that reason, **and** (3) the authorization complies with applicable law. This information will not be given to anyone else or put in a database shared with anyone else, unless your covered housing provider (1) gets your written permission to do so for a limited time, (2) is required to do so as part of an eviction or termination hearing, **or** (3) is required to do so by law.

In addition, your covered housing provider must keep your address strictly confidential to ensure that it is not disclosed to a person who committed or threatened to commit VAWA violence/abuse against you (or a household member).

What if I require this information in a language other than English? To read this in Spanish or another language, you can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. Your covered housing provider must also ensure effective communication with individuals with disabilities.

Need further help? For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.

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

1. Name(s) of victim(s): _____

2. Your name (if different from victim's): _____

3. Name(s) of other member(s) of the household: _____

4. Name of the perpetrator (if known and can be safely disclosed): _____

5. What is the safest and most secure way to contact you? (You may choose more than one.)

If any contact information changes or is no longer a safe contact method, notify your covered housing provider.

☐ Phone Phone Number: _____

Safe to receive a voicemail: ☐ Yes ☐ No

☐ E-mail E-mail Address: _____

Safe to receive an email: ☐ Yes ☐ No

☐ Mail Mailing Address: _____

Safe to receive mail from your housing provider: ☐ Yes ☐ No

☐ Other Please List: _____

6. Anything else your housing provider should know to safely communicate with you?

Applicable definitions of domestic violence, dating violence, sexual assault, or stalking:

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who lives with or has lived with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Spouse or intimate partner of the victim includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Dating violence means violence committed by a person:

- (1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; **and**
- (2) Where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) The length of the relationship; (ii) The type of relationship; and (iii) The frequency of interaction between the persons involved in the relationship.

Sexual assault means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person's individual safety or the safety of others **or**
- (2) Suffer substantial emotional distress.

Certification of Applicant or Tenant: By signing below, I am certifying that the information provided on this form is true and correct to the best of my knowledge and recollection, and that one or more members of my household is or has been a victim of domestic violence, dating violence, sexual assault, or stalking as described in the applicable definitions above.

Signature

Date

Public Reporting Burden for this collection of information is estimated to average 20 minutes per response. This includes the time for collecting, reviewing, and reporting. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, DC 20410. Housing providers in programs covered by VAWA may request certification that the applicant or tenant is a victim of VAWA violence/abuse. A Federal 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.

Attachments to the Application

I/We acknowledge receipt of:

Notice to Occupancy Rights Under the Violence Against Women Act (VAWA – HUD 5380)
Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation (HUD 5382)

Applicant Signature

Date

Applicant Signature

Date

Applicant Signature

Date

Applicant Signature

Date

Management Agent/Owner Signature

Date



"This institution is an equal opportunity provider and employer"
The owner does not discriminate against persons with disabilities.
Section 504 Coordinator: Candice George, 214-751-6152
T.D.D. 1-800-735-2989



Tenant Grievance Procedures (7CFR 3560.160)

(a) General.

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

(b) Applicability.

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

(c) Borrower responsibilities.

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

(d) Reasons for grievance

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

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

Tenant Grievance Procedures (7CFR 3560.160)

(e) Notice of adverse action.

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

(f) Grievances and responses to notice of adverse action.

The following procedures must be followed by tenants, prospective tenants, or borrowers involved in a grievance or a response to an adverse action.

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

(g) Hearing process.

The following procedures apply to a hearing process.

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

Tenant Grievance Procedures (7CFR 3560.160)

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- (ii) The escrow account must be in a Federally-insured institution or with a bonded independent agent.
 - (iii) Failure to make timely rent payments into the escrow account will result in a termination of the tenant grievance and appeals procedure and all sums will immediately become due and payable under the lease.
 - (iv) Receipts of escrow account deposits must be available for examination by the borrower.

(7) Failure to request a hearing

If the tenant or prospective tenant does not request a hearing within the time provided by paragraph (f)(1) of this section, the borrower's disposition of the grievance or appeal will become final.

(h) Requirements governing the hearing.

The following requirements will govern the hearing process.

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

(i) Decision.

Hearing decisions must be issued in accordance with the following requirements.

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