

## Gale Winds

### **Resident Selection Criteria**

Effective: February 12, 2024

**Welcome to Gale Winds!** Before you apply to lease an apartment, please take the time to review our rental requirements. The term “applicant(s)” under these requirements means any persons that will be signing the lease as a “resident.” The term “occupant(s)” in these requirements means the person or persons who are authorized occupants under the lease. Some of our requirements apply to the applicants only; other requirements apply to all adult occupants. Please also note that these are the current rental requirements, and nothing contained in these requirements shall constitute a guarantee or representation that all occupants residing at **Gale Winds** must meet these requirements. There may be occupants who have resided at **Gale Winds** prior to these requirements going into effect; additionally, our ability to verify whether these requirements have been met is limited to the information we receive from the various resident screening services used. We are an equal housing opportunity provider that complies 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 the 10 TAC provides more detail about reasonable accommodations.

All applications will be screened equally without regard to any individual’s race, color, religion, sex, handicap, familial status or national origin. 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 Texas Department of Housing and Community Affairs’ rules. Section 8 Applicants are welcome.

Again, thank you for considering Gale Winds and Welcome Home!

### **Eligibility Requirements:**

#### **Apartment Availability**

Apartments are available on a first come, first served basis. Waiting lists are also on a first come, first served basis depending on availability. Our company policy prohibits employees from showing apartments that are not market ready, or to anyone that does not have valid picture identification card and identification number.

#### **Availability Preferences**

##### **Handicap Accessible Unit Preference:**

Before offering an available accessible unit to a non-handicapped applicant, management offers the unit to applicants in order as follows:

1. a current resident having a handicap requiring the accessibility features of the vacant unit and occupy a unit not having such features, or, if no such occupant exists, then
2. an eligible qualified applicant on the waiting list having a handicap requiring the accessibility features of the vacant
3. Residents or applicants that fall under VAWA or have any disability.

##### **Non-Handicapped Accessible Unit Preference:**

Management will offer available non-handicapped units to applicants in order as follows:

1. Residents or applicants that fall under VAWA or with any disability.

#### **Identification**

Each U.S. Citizen that applies for an apartment must have a Social Security Number and a government issued picture identification card. Non-U.S. Citizens must also provide a government issued picture identification card and identification number.

#### **Age**

Applicants must be 18 years or older unless Federal / State Regulations provide a variance.

#### **Occupancy**

All household members 18 years or older must complete an application. Co-Applicants must meet all requirements, excluding income and employment; although, income and employment will need to be verified and included in total household income.

No more than two people per bedroom, plus 1 additional person per unit. No more than 3 people per unit in efficiencies greater than 600 square feet. No more than 2 people per unit in efficiencies less than 600 square feet. Children joining the household after the start of the lease will not cause the household to be in violation of the lease.

#### **Income**

Total gross monthly income must meet or exceed the greater of 2.5 times the amount of the monthly rent for the specific unit type desired or \$2,500 annually. (Exception: Section 8 voucher holder’s rent portion will be determined by the agency issuing the voucher; therefore, minimum income requirements will not apply to households with Section 8 vouchers.) This minimum income requirement is waived at annual recertification.

All sources of income and assets must be disclosed and will be verified. Acceptable forms of verification include, but are not limited to, four most recent and consecutive paystubs, benefit letters from the source, bank statements, statements from investment accounts, 3<sup>rd</sup> party verifications sent directly to and received directly from the source.

**Employment**

All applicants must be currently employed with at least six months of consecutive employment or receiving Social Security or retirement benefits that meet the property income requirements. If moving from another city, new employment must be verified, and previous employment will also be checked. Applicants must provide pay stubs from the most recent and consecutive two-month period. If paystubs cannot be obtained, a 3<sup>rd</sup> -party employment verification must be sent from management to the employer and directly back to management from the employer.

If an applicant is self-employed, a tax return and Schedule C from the prior year, as submitted to the IRS, is required. (Note: A tax return must be filed for all self-employed individuals who operate sole-proprietorship businesses or otherwise report income on Schedule C, regardless of whether the taxpayer is reporting a profit or loss.) Additionally, a Self-Employment Affidavit must be filled out and executed by the self-employed applicant.

**Rental History\*\***

Verifiable consecutive good rental history is factored for qualification purposes. Applicants that have broken leases will be accepted as follows: (1) restitution has been made to the satisfaction of the property in which the violation was incurred against AND (2) during the 2 years prior to the current application, the applicant has continuous rental history with no uncured lease violations. Regarding the restitution, the property from which the lease was broken must verify that payment was made and accepted by the property as compensation for the broken lease (this must be on letterhead). A promise to pay is not acceptable.

Applicants that have evictions will be accepted as follows: (1) restitution has been made to the satisfaction of the property in which eviction was incurred against AND (2) during the 3 years prior to the current application, the applicant has continuous rental history with no uncured lease violations. Applicants with evictions within the last 5 years will have to pay an additional deposit – equal to one full month rent – at the time of move in.

Homeownership must be verified by cancelled checks proving payment of each month for 6 consecutive months prior to this apartment lease date or a deed of trust if paid off. Additionally, the value of the home, less principle owed and cost to sell, must be documented and included as a household asset.

If renting a house from an individual, the applicant must provide: (1) a copy of the Lease Agreement; (2) at least 2 utility bills in applicant’s name, the utility bill must have the house address on the bill; and (3) 6 months of cancelled checks showing rent payment. If applicant does not have a lease contract with the landlord, the landlord must fill out, and have notarized, a Request for Rental History form.

First time renters will be required to pay an additional deposit equal to one full month rent if all other criteria are met.

**Criminal Background\*\***

Please consider the below as *Guidelines* for determinations of denials for Criminal History. Some offenses may not be categorized as below but may still have a basis for denial of occupancy. Criminal History will be evaluated on a case-by-case basis, as indicated in HUD guidance on the matter.

Automatic Denial Felony or Misdemeanor Conviction:

- Sex Offender Registration
- Murder, Homicide, Manslaughter related offenses
- Sexually Oriented offenses
- Threat/Terrorist Related offenses

Automatic Denial for Felony or Misdemeanor convictions within the past 3 years, including time elapsed since the date of any incarceration period, parole, or deferred adjudication period has concluded:

- Abuse/Assault and Battery related offenses
- Theft, Robbery, Breaking and Entering related offenses
- Abduction/Kidnapping offenses
- Arson related offenses
- Forgery, Money, Check related offenses
- Prostitution, Solicitation related offenses
- Fraud, Embezzlement, Tampering related offenses
- Firearms, Weapons, Explosive related offenses
- Narcotics Drug related offenses
- Gang related offenses
- Pornography related offenses



- Stolen Property related offenses
- Trespassing, Prowling related offenses
- Environmental, Animal related offenses
- Corruption of Minors related offenses

\*\* Rental history and criminal background are screened by *AmRent* and the decision for acceptance or non- acceptance is made by the property manager based on the requirements listed in this selection criteria.

**Fees and Deposits:**

Application Fees    \$50 for the first applicant and \$50 for additional applicants

Deposits                1 bedroom \$250    2 bedroom \$350    3 bedroom \$450

Additional Deposit for 1<sup>st</sup> time renters and applicants with an eviction in the past 5 years is equal to one full month rent.

Applicant will be required to sign a lease within 14 days of application approval. The application deposit will be credited towards any required security deposit once the lease is signed. Otherwise, the application deposit will be refunded. All required deposits are fully refundable upon move out; however, any account balances including items listed in the TAA lease Contract may be deducted as liquidated damages.

**Animal Policy:**

Inside cats and dogs, caged birds, and fish with a 20-gallon fish aquarium maximum are allowed, up to 2 animals. No aggressive breeds or exotic animals allowed. A refundable \$300 pet deposit is required, and \$25 monthly pet rent is enforced. Specific animal, breed, number, weight restrictions, pet rules, and pet deposits will not apply to households having a qualified service/assistance animal(s).

Households requesting reasonable accommodation for an assistance animal may be required to provide documentation from a health professional if the disability related need and the disability are not readily apparent. The documentation must verify the existence of the disability and the disability related need for the animal (the “nexus” between the disability and the requested accommodation).

**Student Restrictions:**

An **individual** student between 18 and 23 years of age may only qualify if they meet one of the following criteria:

- A dependent of the household
- A veteran
- Married
- Has dependent child(ren)
- Disabled and receiving Section 8 as of 11/30/05

If none of the above apply, the individual student and his/her parents must be income eligible under the Section 8 program (even though the parents do not live in the unit) **OR** he/she must affirmatively demonstrate his/her independence from their parents. At which time the following criteria must be met:

- Legal contract age under Texas Law
- Established a separate household from his/her parent or legal guardian for at least one year before applying
- Not a dependent of his/her parents tax returns
- Written certification of amounts of financial assistance provided or not provided by the parents.

If none of the above apply, the individual student must meet the U.S. Department of Education’s definition of an independent student. At which time, one of the following criteria must be met:

- Twenty-Four years old by December 31<sup>st</sup> of the current year
- An orphan or a ward of the court through the age of 18
- A veteran
- Have legal dependents other than a spouse or an elderly parent
- A graduate or professional student
- Married



**Rejection Policy:**

If an applicant is rejected, the management will notify the applicant via telephone or in person explaining the reason for rejection; a follow-up rejection letter will be mailed to the applicant within 7 days explaining the reason in writing. The rejection letter will include: (1) specific references to the resident selection criteria in which the denial is based; (2) contact information for the third parties that provided information on which the rejection was based; (3) their rights to dispute the accuracy of any information (see grievance policy), and (4) HUD forms 5380 and 5382 as they relate to VAWA. In accordance with the Violence Against Women Reauthorization Act of 2013 (VAWA), applicants will not be denied on the basis that the applicant has been a victim of domestic violence, dating violence, sexual assault, or stalking (see attached HUD forms 5380 and 5382).

Management keeps a log listing the applicant's name, the date of and reason for denial, the date the rejection letter was sent, and the management representative's signature.

**Reasonable Accommodations:**

Reasonable Accommodation requests may be requested, verbally or in writing, by an applicant or resident by contacting the property's leasing office. All requests will be responded to by management within 5 business days.

Households with person(s) with a disability may not be excluded from admission to the property because an accessible unit is not currently available or be required to rent a unit that has already been made accessible. Households with person(s) with a disability are not required to provide specific medical or disability information other than the disability verification that may be requested to verify eligibility for reasonable accommodation or special needs set aside programs.

Reasonable accommodations in the form of waivers of resident eligibility may be considered on a case-by-case basis where convictions or prior tenancy references can be attributed to a disability or domestic violence perpetrated against the applicant as covered under VAWA.

Residents requesting to transfer due to a reasonable accommodation situation may do so by notifying the property's leasing office, verbally or in writing. All requests will be responded to by management within 5 business days. Special consideration will be taken for residents needing a reasonable accommodation; including but not limited to, making the next available unit ready for the accommodation.

**Violence Against Women Reauthorization Act (VAWA):**

An applicant or resident of Gale Winds may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis that the applicant or resident is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or resident otherwise qualifies for admission, assistance, participation, or occupancy.

In general, Gale Winds may not construe an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking as a serious or repeated violation of a lease term by the victim or threatened victim or as good cause for terminating tenancy. However, in accordance with VAWA 2013, owners may bifurcate a lease to terminate the tenancy of an individual who is a tenant or lawful occupant and engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against another lawful occupant living in the unit or other affiliated individual as defined in the VAWA 2013, (see attached HUD forms 5380 and 5382).

**Wait List Policy:**

The wait list is a log of all applicants that wish to apply for a unit they desire to lease but is not currently available. A separate wait list will be held for each unit type and set-aside designation; applicants and residents will be made aware of lower set-asides and the process for renting a lower rent unit (relating to income eligibility). The waiting list will be closed when 10 applicants for any type/set-aside is reached; the list will be immediately reopened whenever less than 10 applicants are on the list.

To be put on the waiting list, the applicant must fill out and submit a Rental Application for Residents and Occupants (the "Application") (without paying an application fee or application deposit, which will be paid when the applicant is taken off the waiting list as described below).

Once an apartment becomes available, applicants on the wait list will be called in chronological order of the date they applied and based on their desired preferences, move in date, location, etc. Within 24 hours after applicant is taken off the waiting list, applicant will be required to: (i) pay an application fee and application deposit; and (ii) submit all backup documentation required by this Resident Selection Criteria and the Application. Background screening will not commence until a unit has been set determined, application fees have been paid in full and all back up documentation has been received by management.

If applicant fails to timely pay the application fee and application deposit, the Application shall be considered withdrawn, and applicant shall have no further right to be on the wait list or rent an apartment. Applicant acknowledges that applicant will not be deemed to have submitted a completed rental application until: (i) applicant has paid the application fee and application deposit; and (ii) applicant has submitted all backup documentation required by this Resident Selection Criteria and the Application. Applicant will be notified whether the Application is approved or denied. Applicant will be required to sign a lease within 14 days after the Application is approved. The application deposit will be credited towards any required security deposit once the lease is signed. Otherwise, the application deposit will be refunded.



Special consideration will be taken for applicants needing accessible units in accordance with 24 CFR 8.27 and applicable regulations relating to accessibility and reasonable accommodations. Special considerations will also be taken by applicants covered under the VAWA. Households not residing in the property will not be prioritized over those already residing at the property in instances in which an existing resident household is seeking a unit with lower income restriction than the unit in which they currently reside.

**Waiting List Preferences:** Same preference order as listed in Eligibility Requirements.

**Unit Transfer Policy:**

Inner-community transfers (ICT) are permitted after a lease term is fulfilled. Transfers may occur in the middle of a lease term if downsizing or upsizing the number of bedrooms; in which case, a lease termination/transfer fees may apply. The property manager must walk the resident's current apartment to make sure that they are taking care of our property and that there are no excessive damages that will exceed the current security deposit amount. Every ICT must start a new full-term lease. Residents transferring must qualify by rental standards listed on this Resident Selection Criteria. A new refundable security deposit is required, unless the transfer is due to special accommodations (prior approval from supervisor is required). The security deposit from the old unit will be refunded if the apartment is left clean and no damages exist.

Residents in poor standing; balances owed, more than 2 lease violation(s), violation of unit conditions defined in the TAA lease paragraphs 19.2 and 25.2, will not be approved for a transfer. Prior balance for utilities, damages, etc. must be paid in full before the transfer is approved.

Inter-community transfers are considered as follows:

**Multiple-Building Project:** Residents may transfer from building to building within the project, as determined on IRS form 8609, if the household income did not exceed 140% of the current income limit at the most recent certification. It is not necessary to complete a new certification; the original effective date remains.

Residents wishing to move from project to project are not permitted to transfer; instead, it must be treated as a brand-new resident with a new initial certification.

Remedy available to victims of VAWA: an emergency transfer may be permitted provided that the resident

1. Expressly requests the transfer, and
2. Believes there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit that the tenant is currently occupying; or
3. In the case of sexual assault, the sexual assault occurred on the premises during the 90-calendar day period preceding the date of the request for transfer.

**Non-Renewal and/or Lease Termination Policy:**

Repeated or uncured violations of the terms of the executed lease contract are reason for non-renewal. As allowed under applicable program rules, non-renewal or termination notices will state a specific reason for the termination or non-renewal and include grievance procedures. The notice will be delivered as required under applicable program rules. It will provide a lawful reason for the notice and clearly indicate that the owner may only enforce the termination of tenancy by judicial action and that the resident has the right to present a defense in court if the resident contests the termination or non-renewal (for additional information, see Grievance Policy attached to this criteria). Notices will clearly indicate that reasonable accommodations may be applied for VAWA and special needs situations (HUD forms 5380 and 5382 will be given with such notice). Persons with disability may request a reasonable accommodation in relation to such notice, see Reasonable Accommodations Policy.

**Rental Application:**

This statement of Resident Selection Criteria is a guide to the rental requirements for the community. Together with the Application the Statement will govern your application to our community. Applications may be filled out at off-site locations and submitted through means other than in-person at the leasing office:

Mailing Address	3517 Irvington Blvd. #300 Attention: Property Management Houston TX, 77009
Email Address	rmartinez@q10pa.com
Fax Number	832-844-5164

*I HAVE READ AND UNDERSTAND ALL OF THE RENTAL POLICIES OF THIS COMMUNITY. BY SIGNING BELOW, I ACKNOWLEDGE THAT I AM NOT A*



*CURRENT ABUSER OF A CONTROLLED SUBSTANCE. FURTHER, BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE NEVER BEEN CONVICTED OF THE ILLEGAL MANUFACTURING OR DISTRIBUTION OF A CONTROLLED SUBSTANCE. (Potential Applicant or occupants)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





## Grievance Procedures

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### **Purpose:**

This grievance process provides for the prompt review and equitable disposition of complaints alleged by applicants and/or residents.

### **Definitions:**

Grievance - an official statement (given orally or in writing) of a complaint over something believed to be wrong or unfair.

Complainant – a person or persons that wish to make a complaint or file a grievance.

### **Informal Settlement of Grievance:**

1. Applicants/Residents, or complainant, should make a reasonable attempt to resolve complaints or disputes informally by discussing the issue with the with the property manager. Any grievance must be personally presented, either orally or in writing, to the leasing office so that the grievance may be discussed informally and settled without a hearing.
2. If that does not resolve the issue, the applicant/resident shall contact:  
Regional Manager, Julia Lardi at [jlardi@q10pa.com](mailto:jlardi@q10pa.com)
3. The Regional Manager/Supervisor shall investigate the dispute and respond directly to the resident within 5 business days.

### **Appeals Process:**

If the complainant is not satisfied with the resolution, he or she may contact the local Apartment Association, following their procedures for dispute resolution.

### **Changes to Grievance Procedures:**

This Grievance Procedure may be changed, modified, or updated at any time. Changes, as determined necessary by the Management and/or Compliance team, will be made in accordance with HUD regulations and guidelines. Such changes must be approved by the Executive Director before that may be implemented.



## Gale Winds

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

#### **To all Tenants and Applicants**

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

#### **Protections for Applicants**

If you otherwise qualify for assistance under **HOME Program**, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

#### **Protections for Tenants**

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

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

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



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

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

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

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

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

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

## **Moving to Another Unit**

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

**(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

**(2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

**(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

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

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

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

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

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

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

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

- A complete HUD-approved certification form given to you by HP with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking.

The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident.

The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.

- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that HP has agreed to accept.

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

If HP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you

fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

### **Confidentiality**

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

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

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

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

VAWA does not limit HP's duty to honor court orders about access to or control of the property.

This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

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

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

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

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

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

### **Other Laws**

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

### **Non-Compliance with The Requirements of This Notice**

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with TDHCA at **<https://www.tdhca.state.tx.us/complaint.htm> or 800-525-0657 or 817-978-5600 the HUD Fort Worth regional office, (800) -669-9777, (TTY 817-978-5595)**

**For Additional Information**

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

**<https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs>.**

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

For questions regarding VAWA, please contact **the Texas Department of Housing and Community Affairs at 512-475-3800 or 800-475-3800 (Relay Texas 800-735-2989).**

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact **Texas Council on Family Violence Policy Team at: 1-800-525-1978.**

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

For help regarding sexual assault, you may contact **Texas Association Against Sexual Assault to find local crisis centers: <http://taasa.org/crisis-center-locator/>** Victims of stalking seeking help may contact **Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resonrce-center>.**

**Attachment:** Certification form HUD-5382 [form approved for this program to be included]

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

In your own words, briefly describe the incident(s):

_____
_____
_____
_____

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

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

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