

Thank you for applying for an apartment at Travis Flats. Please make sure you have received the following items from the staff to complete your application:

#### Rental Qualifications

Please read over this information. This is given to you to help you understand how we approve our applicants for residency. Please sign the bottom.

#### Privacy Policy

Please read over the policy and sign the bottom.

#### Tenant Rights and Resource Guide

Please sign the acknowledgement page.

#### Application Approval Addendum

Please read over the policy and sign the bottom.

#### Tenant Release and Consent

Please read over the policy and sign the bottom.

#### Certification Questionnaire

Please complete the 2-page questionnaire and sign the bottom.

#### Special Needs Certification

Please complete this form and sign the bottom.

#### Student Status

Please complete this form and sign the bottom. If applicant is a student disregard this form and request a Student Verification Form.

## Child Support/Spousal Support Certification

Please complete this form and sign the bottom.

If you are entitled to receive support, additionally please turn in a copy of the court-ordered support documentation.

#### Rental History Certification

Please complete this form and sign the bottom.

#### Bank Verification (if applicable)

This form is to be filled out by your bank and/or Asset Holder. Please sign the authorization section, authorizing the release of your asset information. We will send this form to your financial institution, once we receive your authorization signature.

## <u>Under \$5,000 Asset Certification (if</u> applicable)

Please complete this form and sign the bottom.

#### Special Provisions

Please complete this form and sign the bottom.

#### Application and Supplemental Application

Please complete the entire application and sign and date the front and back of the application. Any blank lines on the application need to have N/A filled in.

#### Proof of Income

If you are employed for more than six weeks, you will need to provide copies of **eight weeks or 4-6 paystubs**. The stubs need to clearly state your name, your employer's name and your gross wages. If you are not employed, please provide us proof of your source of income.

Returning a complete application, along with the application fee (\$20 per first applicant and \$15 each additional applicant), will help speed the approval process for you and get you into your new home! Please make sure you leave a phone number and address with us where we can reach you so we can let you know the status when we have completed the application process.





4101 Parkstone Heights Drive, Suite 310 | Austin, TX 78746 P: 512.328.3232 | F: 512.328.4584

www.dmacompanies.com

# Written Policies and Procedures (Effective 06/01/2021)

DMA Properties supports the Fair Housing Act, as amended, and prohibit discrimination for housing based on race, color, religion, sex, national origin, disability, or familial status. All applicants and co-applicants must be 18 and over unless protected under familial status per the Fair Housing amendment. FOR AGE PREFERENCES please SEE COMMUNITY ATTACHMENT 2. If an Elderly, Elderly Limitation or Elderly Preference 55+ Community and at least 80% of the units are currently occupied by at least one person 55+ then up to 20% of non-elderly may be housed. These households are restricted to Adults only. Under HOPA guidelines, families with children shall be restricted from residing at elderly 55+ communities. Maximum rent and maximum income guidelines are adhered to as required by the Texas Department of Housing and Community Affairs (TDHCA). All applicants are required to complete, date and sign a rental application and provide photo identification in addition to meeting key criteria in order to qualify for housing. The screening criteria will be applied uniformly and, in a manner, consistent with all applicable law, including The Texas and Federal Fair Housing Acts, the Federal Fair Credit Reporting Act, program guidelines, the Department's rules, and HOPA if applicable. The development will comply with state and federal fair housing and anti-discrimination laws, including but not limited to consideration of reasonable accommodations requested to complete the application process. DMA will distribute MFDL program units reserved for Low-Income, Very Low-Income and Extremely Low-Income families among unit sizes in proportion to the distribution of unit sizes within the property and to avoid concentration of those families in any specific area. All Tax Credit program units including those set aside for additional rent and occupancy requirements will be distributed in the same manner. Affordable units are Tax Credit and may be layered with additional funding and requirements.

SEE COMMUNITY ATTACHMENT 2

Maximum Occupancy: SEE COMMUNITY ATTACHMENT 2

#### **Income/Employment Requirements:**

Section 8 Applicants are welcome. Each household not participating in the Section 8 voucher or HOME TBRA and other MFDL programs must show income which is greater than 2.5 times the resident paid portion of the rent. For affordable housing units, the household income must be within the maximum allowed income range as specified by the TDHCA in order to qualify. All applicable rent and income limits for all units and household sizes participating under the Tax Credit program and layered with Tax Credit funding, participating under the HOME program and layered with HOME funding, participating under the National Housing Trust Fund program and layered with TRUST Funding, or participating in the TCAP / HOME- Match and layered with TCAP / HOME-Match funding are listed on COMMUNITY ATTACHMENT 2

#### Rent and Income Limits: SEE COMMUNITY ATTACHMENT 1

Rents will not increase during lease term but are subject to increase at lease renewal.

#### Security Deposit, Application and Fees, Transfers, Reasonable Accommodations, Priority Waiting List:

All security deposits are fully refundable. The refundable deposit is taken upon execution of the lease contract. As per 10 TAC §10.610, the owner will soon convert any deposit into a refundable security deposit supported by an executed lease contract. No deposits are collected to place a household on the waiting list. After the Resident has moved from the unit, Management will determine whether the Resident is eligible for a refund of any or all of the security deposit. The Resident will be eligible for a refund of the security deposit only if the Resident provided the Management with the 30-day written notice of intent to move. Management will inspect the unit and complete a Final Account Statement. Management will refund to the Resident the amount of the security deposit less any amount needed to pay the cost of unpaid rent; damages that are not due to normal wear and tear. Management agrees to refund the amount within 30 days after the Resident has permanently moved out of the unit, returned possession of the unit to Management, and given his/her new address to Management. Management will also give the Resident a written list of charges that were subtracted from the security deposit. A waiting list will be maintained for qualified individuals that meet all before and after-mentioned rental qualifications as well as income qualifications for the respective set-aside.

Security / Additional Deposits: SEE COMMUNITY ATTACHMENT 2

#### **Application and Application Fee:**

All application fees are non-refundable. Application fees: SEE COMMUNITY ATTACHMENT 2

Application submissions are accepted by mail or onsite. They may be dropped off both during office hours and in the secure overnight drop after-hours. For an application to be considered for occupancy it must be completed in full and returned to the leasing office with one application fee per adult (see fee defined in COMMUNITY ATTACHMENT 2.) All questions and sections on the application must be answered. If questions do not apply, N/A or NONE should be used. An applicant rejected for any reason may not re-apply for 90 days unless proof can be shown that eligibility has changed.

#### **Transfers**

Transfers are defined as:

- 1. To another apartment in the same community (an in-house transfer) or
- 2. To a different DMA managed community (external transfer).

A resident may qualify to transfer if resident is in good standing and has no lease violations, no past due recertifications and no current past due balances.

Regarding the multiple-building project election on IRS Forms 8609- see COMMUNITY ATTACHMENT 2

A community may be made up of the below different grouping types:

a) 100% affordable multiple-building groupings

- b) Each its own individual building grouping –mixed income or 100% affordable
- c) Multiple-building grouping- mixed- income
- 1. All transfers must reapply and qualify as a new resident (with the exception of **example a)- see below**). All paperwork must be submitted and complete- no blanks. Also, all qualifying histories such as rental, criminal and credit, must be run/verified and APPROVED before a move-in date is scheduled. Transfers will be screened under **original** qualifying criterion.
  - i. In example a), If a person wishes to transfer from one building to another building within the same multiple-building Project (defined elections made in IRS Forms 8609), the household may transfer without certifying. May also apply to example b) if building grouping 100% affordable. If each building is its own individual building grouping (example b. above) the household must be certified and have current annual income less than the income limit established by the minimum set aside the owner selected.
  - ii. **In example c)**, "If a person wishes to transfer to another building in another Project (defined elections made in IRS Forms 8609), the household must initially certify and qualify under current circumstances, including income limits." May also apply in **example b).** if building grouping has market units.
    - \* If a current resident qualifies for a lower income designation, then they may transfer to the lower designation apartment.

      If the desired lower designation is not available at the time, the current resident will receive priority on the lower designation waitlist
- 2. As with all new/initial moves-in's, all paperwork must be completed, and the file must be APPROVED by compliance before the lease is signed and keys are released to the new resident.
- 3. All transfers are also required to pay a new security deposit specific to the applicable property to/in which the transfer is taking place. This must be paid in order to obtain keys at move-in. For refunds on security deposits relating to the apartment being transferred out of, please refer to the above policy.

At a DMA community with immediate availability for transfer and not associated with active waiting list, all in-house transfers are required to pay a one-time non-refundable \$500.00 transfer fee. An application fee will also be collected for the purposes of screening for both in-house and external DMA community transfers. Per transfer type, these non-refundable fees must be paid before the application will be processed and approved. No transfer or application fee is required for transfers as a result of a VAWA or accessibility accommodation request.

#### **Accommodation Requests:**

DMA Properties provides an Equal Housing Opportunity and is committed to upholding the Fair Housing laws. We do not require a household to make a reasonable accommodation request in writing; we do not require a household 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 program; we do not exclude a household with person(s) with disabilities from admission to the Development because an accessible unit is not currently available; or, require a household to rent a unit that has already been made accessible. If preferred, the resident may verbally request the accommodation to the Owner Representative, and they will document the request.

- \*\* For Priority VAWA, an accommodation request may be submitted to the Property Manager for review and response within 7 days.
- \*\* For Priority Accessibility, accessibility featured units will be offered firstly to current occupants with handicaps requiring those features, and secondly to eligible qualified applicants on the waiting list.

### **Priority Waiting List:**

- 1. A completed rental application must be submitted for approval. Only pre-qualified applicants are given priority waiting list status. Existing residents receive priority when seeking lower income restrictions. All fully completed and pre-qualified applications, including those seeking lower income restricted units will be placed on the list in numerical order, by first-come first-served basis, after existing residents seeking lower income restrictions. All applicants will be selected and offered a unit in the same manner.
- 2. Once an applicant is reached on the waiting list and offered an apartment, *an application fee will be collected for the purposes of screening*. History screening will be performed, including credit, criminal and rental. All application documentation must be current within 120 days of move-in in order to process an application. This may mean re-submission of documentation at time of processing.
- 3. Once an apartment is made available and offered, upon 3 declined availability offers, The Community reserves the right to remove the application from the priority wait list.
- 4. After an offer is accepted, the resident must agree to move-in no later than **30** days from acceptance date. The property will maintain a separate waiting list for all income restricted units. The Waiting List is always open to applicants. The only exception would be as follows: if the waiting list for a particular set-aside is for a wait of 3+ years, (no move-outs during that time) the list will be closed only to re-open after drop-offs have occurred. Please check with Property Management for this exception.

#### **Income Verification:**

All Programs- In order to ensure that each household falls under the program maximum, each applicant must verify income and asset income. Sources of income include but are not limited to employment, self-employment, spousal/child support payments, welfare payments, social security payments, pension payments, and interest from all bank accounts or other interest-generating assets. Authorized written verification of any additional sources of household income is required. Applicants who are self-employed must complete a Self-employed Affidavit providing last year's tax return with Schedule C/ profit and loss and anticipated income for the following 12 months. Applicants whose income is based solely on commissions or base salary plus commissions, tips or bonuses, may require additional verifications.

#### **Initial Certification and Recertifications:**

All low-income households must be certified prior to move-in at initial certification a household's rent will have been determined based on both the income calculation as per the program requirements, and the availability of the designations under which they qualify. There is limited availability in each designation.

Under the Tax Credit Program- Applicants are required to provide us with at least 2 months consecutive current paycheck stubs or source documentation for each occupant prior to application approval.

Under the MFDL Programs- Applicants are required to provide us with at least 2 months consecutive current paycheck stubs or source documentation for each occupant prior to application approval.

The recertification (full or AEC- Self Certification) is due on the anniversary of the household's move-in date.

- a. Full Recertification requires verification of all current income and assets, student status. New paperwork must be completed within 120 days of the anniversary of the move-in date.
- b. AEC is a self-certification form that is signed by resident, verifying household information. Student status is re-screened. No new income verification is collected or documented unless the household states their income exceeds 140% of the 60%. Then full recertification will be performed, and Available Unit rule will be followed.

At recertification rent will remain restricted based on the circumstances at initial certification unless the household's income exceeds 140% of the current income limit 60% or the household elects to be placed on the waiting list at a lower income designation, per 10 TAC §10.615 (d) (2)(A). If their income exceeds 140% of the current 60% income limit, they may be required at the end of the lease term to pay a market-rate rent. Under the MFDL programs- if a household's income exceeds 80% at recertification, the owner must charge rent equal to the lesser of 30% of the household's adjusted income or the rent allowable under the other program. If a household's income at initial certification qualified them at a lower designation but rent was not restricted at such lower designations due to availability, the household may request to be placed on the Priority Waiting List for such designations under which the household initially qualified. HOME Developments must complete a full recertification with verifications of each HOME assisted apartment every sixth year of the Community's affordability period even in AEC HTC buildings. The recertification is due on the anniversary of the household's move-in date. For recertification requirements by building and community-specific affordable program participation, please see **COMMUNITY ATTACHMENT 2**.

#### **Student Status:**

Students: Under the Tax Credit Program-. Households comprised entirely of full-time students are NOT eligible unless 1 of 5 specific exceptions is met and the required verification of such exception can be provided. These student eligibility exceptions include: Being married & eligible to file taxes jointly, being enrolled in a JTPA, receiving TANF, being a foster child, or being a single parent who claims a minor child.

Students: Under the MFDL Programs- All adult household members must meet a specific exception (listed below) and the required verification of such exception must be provided; otherwise, the household is not eligible for any HOME or TCAP-RF-assisted apartment home.

These student eligibility exceptions are: being over 24 years of age, a veteran, married, having a dependent child, disabled & receiving Section 8, living with his or her parents who are receiving Section 8 assistance, or being an independent student as defined by the Dept. of Education. Each household member must individually qualify under the HOME student program requirements.

#### **Rental History:**

All occupants 18 and over are leaseholders and are required to sign the Lease Agreement. They must have satisfactory, verifiable, rental history or mortgage history defined as, no prior evictions, late payments, disturbing the rights and comforts of other residents, negligent housekeeping including unsanitary pest and clutter issues which could create a hazardous living environment- per OSHA's standards (1910.22, 1910.34-.37, 1910.141), NSF check history, unauthorized occupants, property damage, or failure to adhere to the policies and regulations of the community or management company. At least 1-year satisfactory rental/mortgage history is required (not applicable to first-time renters).

Rental History must reflect a prompt payment record (i.e., apartment community or Mortgage Company) A prompt payment record is defined as no more than three (3) late payments within a one (1) year period. Any unpaid sums will result in denial of the application.

Applicants will be disqualified for a history of damages and/or lease violations. Any damages and/or lease violations that are directly related to protections under the Violence Against Women Act (VAWA) will not result in a denial of the application.

Applicants who have negative rental history at any community owned and managed by DMA Properties will be denied. Negative Rental History is defined as those who have been evicted, left/skipped without notice, asked to move by management, owed money for rent and/or damages or non-

A household will be disqualified if any household member(s) has been evicted in the last three (3) years from a federally assisted housing for drugrelated criminal activity. The owner may, but is not required to consider two (2) exceptions to this provision:

- (1) The evicted household member has successfully completed an approved, supervised drug rehabilitation program; or
- (2) The circumstances leading to the eviction no longer exist (i.e., the household member no longer resides with the applicant household.

#### **Credit History:**

A complete credit/criminal check will be conducted for each adult applicant who is 18 and over. Anyone with a bankruptcy or repossession may be required to post an additional deposit (noted above and is double the traditional security deposit) in order to be approved. No applicant who has a long-term outstanding balance at another apartment community (more than 30 days) will be approved. All outstanding balances to other apartment communities or utility companies must be settled prior to receiving application approval.

1. Bankruptcy Decline if less than 3 years old. 2. Court Judgment Decline if less than 3 years old. 3. Tax Lien

Decline if over \$5,000 and less than 3 years old. 4. Foreclosure Decline if over \$100,000 and less than 1 year old. 5. Repossession Decline if over \$3,000 and less than 3 years old. 6. Collections Decline if the number of collections is over 3.

Decline if over \$1,500 and less than 1 year old.

Decline if over 40% or more of total accounts. 7. Past Due Accounts are past due excluding medical accounts.

#### **Criminal History:**

A criminal history will be completed on each applicant & occupant age 18 or older, including live-in aides. Applicants who have been convicted of any type of felony offense or any level offense involving the following: sex crime; assault; weapons; arson; theft; drug manufacture & or distribution that was resolved by conviction will not be accepted. Any active status on probation or parole involving the above offenses will be denied. For offenses other than felonies, offenses with conviction dates older than 10 years will not be grounds for rejection, except for any level of sex crime. There is no statute of limitations on look-back period for sex crimes. Repeated disturbances related to circumstances protected under VAWA are not considered. Appeals for denials based on criminal are accepted and will be reviewed based on the severity of the crime, the length of time since the crime occurred, and repeat offense records.

- Applicant(s) must not have a criminal history that reflects any prior felony convictions or deferred adjudication for felony offenses within the last ten (10) years.
- Any applicant with more than 2 felony convictions will be denied regardless of time frame.
- Applicants must not have a criminal history that reflects misdemeanor convictions or deferred adjudication involving violent crimes against persons, crimes against property, or for drug related or prostitution related offenses within the last seven (7) years.
- Applicants must not be subject to a lifetime registration requirement pursuant to Chapter 62 of the Texas Code of Criminal Procedure or any other state's sex offender registration program.
- Applicants or any household member must not have any member currently engaged in illegal use of drugs or for which the owner has reasonable cause to believe that a member's illegal use or pattern of illegal use of a drug may interfere with the health, safety, and right to peaceful enjoyment of the property by other residents.
- There should be no reasonable cause to believe that an Applicant or any household member's behavior, from abuse or pattern of abuse of alcohol, may interfere with the health, safety, and right to peaceful enjoyment by other residents.

The following criminal convictions will be permanently denied/excluded:

- Capital Murder or Murder/Manslaughter
- Rape, Sexual Assault or Crimes of a Sexual Nature
- Kidnapping
- Arson
- Felony Manufacture of Methamphetamines

\*\* Note: This requirement does not constitute a guarantee or representation that resident or occupants residing at this apartment community have not been convicted of above-mentioned criminal activity or are not subject to deferred adjudication for above mentioned criminal activity.

#### **Violence Against Women Act:**

In accordance with the Violence Against Women Reauthorization Act of 2013 (VAWA), an applicant will not be denied admission on the basis that the applicant has been a victim of domestic violence, dating violence, domestic assault, or stalking. The owner will support and assist victims of domestic violence, dating violence, sexual assault, or stalking and protect victims, as well as members of their family or affiliated individuals, from being denied housing as a consequence of domestic violence, dating violence, sexual assault, or stalking. For reasonable accommodation requests, please submit to the property manager and they will be reviewed and responded to within 7 business days.

#### **Pet Requirements:**

#### **SEE COMMUNITY ATTACHMENT 2**

Service/assistance animals must be documented and qualified by the appropriate agency. Specific animal, breed, number, weight restrictions, pet rules, and pet deposits will not apply to households having a qualified service/assistance animal(s).

#### Terminations of Lease or Non-Renewals, Denials, & Appeals:

Specific reasons for issuances of non-renewal and termination notices will be provided in writing and delivered in the method selected on the notice. Under the MFDL Programs, all termination notices provide a 30-day advance-notice. All others will receive a 3-day advance termination notice. Notification for denial of an application will be provided in writing by email, U.S. mail, or handed to applicant within 7 business days after submission. Appeal reviews may be requested to DMA Properties, LLC at 512-328-3232. The appeal decision will be made within 7 business days and the applicant notified accordingly in the same manner. This also applies to Priority VAWA requests or Reasonable Accommodation requests relating to a disability.

I/we acknowledge that I/we have read and understood the Written Policies and Procedures and Community Attachments as of the date this document is signed.

Applicant Signature	Co-Applicant Signature	
Date	Date	\.\frac{1}{2}



## **Attachment 1- Travis Flats**

## **Income and Rent**

Travis County Maximum Income and Rent Limits Effective Date: 04/01/2021 TDHCA Approved HUD Model Utility Allowances Effective Date: 04/13/2021

## Income

		Number of Household Members							
AMFI %	1	2	3	4	5	6	7	8	
30	\$ 20,790	\$ 23,760	\$26,730	\$ 29,670	\$ 32,070	\$ 34,440	\$36,810	\$39,180	
50	\$34,650	\$ 39,600	\$44,550	\$ 49,450	\$ 53,450	\$ 57,400	\$61,350	\$65,300	
60	\$41,580	\$ 47,520	\$53,460	\$ 59,340	\$ 64,140	\$ 68,880	\$73,620	\$ 78,360	

#### Rent

Number of	,	Tax Credit 30%		Tax Credit 50%								
Bedrooms	Stu	dio (7)	1	(6)	Stu	dio (12)	1	(25)	(2	2 (11)		3 (1)
Maximum Rent:	\$	519	\$	556	\$	866	\$	928	\$	1,113	\$	1,286
Utility Allowance	\$	49	\$	57	\$	49	\$	57	\$	78	\$	101
Allowable Tenant	\$	470	æ	499		017	¢	071	æ	1.035	¢	1.185
Paid Rent	Þ	4/0	Ф	433	Ψ	817	Ψ	871	Ф	1,035	Φ	1,105
Market Rent	1	(9)	2	(10)		3 (5)						
Market Kent	\$	1,300	\$	1,450	\$	1,950						

Number of		Tax Credit 60%					
Bedrooms	Stı	udio (5)	`	l (40)	2	2 (13)	3 (2)
Maximum Rent:	\$	1,039	\$	1,113	\$	1,336	\$ 1,543
Utility Allowance	\$	49	\$	57	\$	78	\$ 101
Allowable Tenant Paid Rent	\$	990	\$	1,056	\$	1,258	\$ 1,442

## **ATTACHMENT 2**



# 2019 RENTAL QUALIFICATIONS (EFFECTIVE 1/1/2021)

Age Preference: None		
Maximum Occupancy:	Apartment Size Studio One Bedroom Two Bedroom Three Bedroom	Maximum Number of Occupants One Person Two Persons + one additional person Four Persons + one additional person Six Persons + one additional person
Security Deposit: Security/ Additional Deposits are a	as follows: 1 Bedroom	\$400.00 <b>2 Bedroom</b> \$600.00 <b>3 Bedroom</b> \$800.00
Application Fee: Application fees are as follows:	Single applicant \$20.00	Each additional applicant (18 and over) \$15.00
Pet Requirements: Pets no greater than 25 lbs. are almust be no greater than 25lbs. The		there is a 2-pet maximum requirement. Their TOTAL max weight able pet deposit of \$500.
<b>8609 Elections for the purpos</b> Each building its own grouping		
Program Participation: HTC		
Additional Special Preference	es: Travis Flats is a NON-SM	IOKING Community.
Applicant Signature	Date	



Date

Applicant Signature



4101 Parkstone Heights Drive, Suite 310 | Austin, TX 78746 P: 512.328.3232 | F: 512.328.4584

www.dmacompanies.com

## Privacy Policy for Personal Information of Rental Applicants and Residents

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

**How personal information is collected.** You will be asked to furnish some of your personal information when you apply to rent from us. This information will be on the rental application forms or other documents that you provide to us or to an apartment locator service, either on paper or electronically.

**How and when information is used.** We used this information only for our business purposes involved in leasing a dwelling to you. Examples of these uses include, but are not limited to, verifying statements made on your rental application (such as your rental, credit and employment history), reviewing your lease for renewal and enforcing your lease obligations (such as to obtain payment for money you may owe us in the future).

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

**How the information is disposed of.** After we no longer need or are required to keep your personal information, we will store or destroy it in a manner designed to prevent unauthorized persons from accessing it. Our disposal methods will include shredding, destruction or obliteration of paper documents and destruction of electronic files.

	Thanks,	
	DMA Properties, LLC	
Applicant signature		Date
Manager signature		Date



## **Application Approval Addendum**

Applicant / Resident:	Apartment #:
Date of Application:	
residents, and (2) management's taking verification process, management and a period is waived. Instead, applicant's ap earlier of (1) the 60 <sup>th</sup> 'day after date of a receives written replies from all employer	takes to verify eligibility of Affordable Housing the rental dwelling off the market during the pplicant agree that the 7-day statutory rejection plication will be automatically rejected at the application, or (2) the 7 <sup>th</sup> day after management ers, lenders, financial institutions, former spouses ations, government agencies, and entities to who to qualify resident.
Applicant/Resident Signatures:	Owner's Representative Signature:
	Title:
	Date:

## **Certification Questionnaire**

Please complete the following information for yo documentation.	our household. For all ite	ems marked yes, plea	ise atta	ch supporti	ng				
Name:									
Address:									
Phone Number:									
<ul><li>A. Household information</li><li>1. List all members of the household.</li></ul>									
Name (first and last name)	Relationship	Date of birth	80	cial securi	ty number				
Name (mst and last name)	Relationship	Date of birtin	30	ciai securi	ty Hullibei				
Additional household information			1	Yes	No				
Are any household members temporarily absen If yes, list the names:	t?								
Are any household members permanently abse	nt?								
If yes, list the names:									
Are there any Foster Children or Foster Adults v	who are part of the house	ehold?							
If yes, list the names:Are there any Live-In Care attendants who are	part of the household?								
If yes, list the names:	dant of the household?								
Are any members of your household a student									
If yes, list the names:									
Has the employment status of any household m If yes, list the member name(s) and the type of		lover's name):							
in yes, list the member hame(s) and the type of	change (include the emp	loyer's riarrie).							
B. Income and Assets Enter the amount re	ceived or the asset value	for all questions tha	t vou a	nswer Yes					
	corved of the asset value	, for all questions tha	•		Amount				
<ol> <li>Do you receive or expect to receive:</li> <li>Wages, salaries (includes overtime, tips, bonu</li> </ol>	cas, and salf amploymer	n+\2	Yes_	No 🗆	Amount				
Does any member work for someone who pay		11):							
Regular pay as a member of the armed forces	· ·								
Welfare or disability benefits?			<u> </u>						
Child support?									
Alimony?	<u> </u>								
Social Security payments? (prior to deductions	<u> </u>								
Pensions (Railroad, etc.)?									
Retirement benefits									
Veteran's Administration benefits?	<u> </u>								
Death benefits?									
Unemployment benefits or severance pay?									
Workman's compensation?									
Annuities or life insurance dividends?									
Insurance policies?									
Disability or death benefits?									
Retirement funds?			Retirement funds?						

1. Do you receive or expect to receive:	Yes	No	Amount
Regular cash contributions or gifts from individuals not living in the unit or organizations			
such as churches (includes rent, utilities, groceries, etc)?			
2. Have you received or expect to receive any lump sum payments such as:	Yes	No	Amount
Inheritances?			
Lottery winnings?			
Insurance settlements for health, accident, Workers Compensation, etc?			
Capital gains?			
Social Security benefits, unemployment compensation, etc.?			
Other? (specify)			
O. De very have many view	V	NIa	Malua
3. Do you have money in:	Yes	No	Value
Checking accounts? (If yes, enter the balance)	<del>│                                    </del>		
Savings accounts?			
Money market funds?	<del>                                     </del>		
Certificates of deposit?	<b>↓                                    </b>	$\sqcup$	
Stocks?	<u> </u>		
Bonds?			
Annuities?			
Securities?			
Trusts?			
If yes, is the trust(s) irrevocable?			
IRA or Keogh accounts?			
Other retirement accounts?			
Safety deposit box, at home, etc?			
Do you have any coin collections, antique cars, stamps, jewelry or gems, or any other			
items held as an investment? (this does not include wedding rings and other personal			
jewelry)	<del> </del>		
Do you own a home or other real estate?	<del>│                                    </del>		
If yes, are you in the process of selling it?	<u> </u>		
Do you receive rental income from a home or other real estate?			
Have you disposed of any assets for less than Fair Market Value in the past two years?			
If yes, list the asset(s) you disposed of, the date of disposition, the fair market value and the	e amount re	eceivea:	
Are any of the assets listed above held jointly with another person?			
If yes, list the assets:			
I/We certify that I/we have been asked the above statements and they are true and complet	te to the be	est of my/c	our
knowledge. I/We understand that it is my/our responsibility to report to management change	es in incom	ne, assets	
and/or family composition whenever they occur. Submittal of false statements is punishable	under Fed	deral law.	
Head of household		Date	
Co-head of household		Date	
		_ 23	

Date

Co-head of household



Apartment Name

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Phone

## TENANT RELEASE AND CONSENT

I/We,	erifying in n without or the Texa	formation on my/our a liability to the owner/r	regarding empl partment rental nanager of the a	oyment, income, application. I/we apartment
INFORMATION COVEREI	)			
I/we understand that previous of Verifications and inquiries that student status, employment, incunderstand that this authorizati pertinent to my eligibility for a	may be recome, asse	equest include, but are ets, and medical or chil be used to obtain info	not limited to: ] d care allowand rmation about n	personal identity, ees. I/we ne/us that is not
GROUPS OR INDIVIDUAL	S THAT	MAY BE ASKED		
The groups or individuals that limited to:	may be as	ked to release the abov	e information is	nclude, but are not
Past and Present Employers Support and Alimony Providers Educational Institutions Banks and other Financial Institutions	State Und Social Se Previous	Agencies employment Agencies ecurity Administration Landlords (including ousing Agencies)	Veterans Administrations Retirement Systems Medical and Child Care Providers	
CONDITIONS I/We agree that a photocopy of original of this authorization is the date signed. I/We understathat is incorrect.	on file an	d will stay in effect fo	r a year and o	ne month from
SIGNATURES				
Applicant/Resident		Print Name		Date
Co-Applicant/Resident		Print Name		Date
Adult Member		Print Name		Date
Adult Member		Print Name		Date
Travis Flats		Leasing Office	512.328.3232	

Contact



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## **Special Needs Apartment Certification**

Applicant / Resident:	Apartment #:
	nity, we have a priority to lease apartment homes to "Persons with Special our Affordable Housing Program.
substantially limits one or	Needs" is defined as having a physical or mental impairment that more major life activities (i.e., self-care, performing manual tasks, walking, g, breathing, learning, or working). A "Persons with Special Needs"
residents • Persons with D Protections (domestic viol	lividual is recovering from alcohol and/or drug addictions • Colonia isabilities • Persons protected by the Violence Against Women Act ence, dating violence, sexual assault, and stalking) • Persons with ersons • Veterans • Wounded warriors (as defined by the Caring for 2008) • Farmworkers.
	to disclose any details or specifics regarding the type or nature of the lose that you, or someone in your household, meets one of the categories
Based on the above, do yo	u or anyone in your household have a "Special Need"?
[ ] <u>YES</u> [ ] <u>N</u> O	<u>o</u>
I do not wish to furnish in	formation regarding special needs (Initials)
	<u>L</u> [ ] <u>WILL NOT</u> be needing accommodations from the list provided mmodation or modification, please select the appropriate box(s) needed).
1. 1. 2. 3. 4. 5. 6. 7. 8. 9.	Light / Horn Combo in bath
best of my/our knowledge and	re certify that the information presented in this Certification is true and accurate to the belief. The undersigned further understands that providing false representations herein lese, misleading or incomplete information may result in the termination of the lease
Resident Signatures:	Owner's Representative Signature:
<del> </del>	
Date:	Date:

Warning: Title 18, Section 1001 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency in the United States as to any matter within its jurisdiction.



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## **Non-Employed Certification**

Appl	licant / Resident:	Apartment #			
Pleas	se check only one box (and complete any bla	nks) that explains your status:			
[]	I am not now employed in any capacity.				
	I have no intention of becoming employed	l in the foreseeable future.			
	I am not under any affirmative obligation	to obtain employment			
	I do not receive unemployment compensa non-employed status.	tion or other benefits as a result of my			
	My last place of employment was:				
	My last date of employment was:				
[]	I am not now employed in any capacity.				
	I do intend to become employed in the for	eseeable future.			
	I have not received a job offer nor been of	fered a contract for employment.			
	My last place of employment was:				
	My last date of employment was:				
[]	I am currently employed, but will be uner the following:	mployed at move in / certification due to			
	My current place of employment is:				
	My estimated last day of employment is:				
deter misro subje	understand that this verification is made as primine eligibility for residency at the above appears and the eligibility for residency at the above appears and the eligibility for residency at the above appears and the eligibility for residency at the above appears and the eligibility for residency at the above appears and the eligibility for residency at the above appears and the eligibility for residency at the above appears and the eligibility for residency at the above appears and the eligibility for residency at the above appears and the eligibility for residency at the above appears and the eligibility for residency at the above appears and the eligibility for residency at the above appears and the eligibility for residency at the above appears and the eligibility for residency at the above appears and the eligibility for residency at the above appears and the eligibility for residency at the above appears and the eligibility for residency at the above appears and the eligibility for residency at the above appears and the eligibility for residency at the eligibility f	part of the qualification procedure to eartment community and that any terial breach of the lease agreement and ties of perjury, I/we certify the above			
Appl	licant Signature:	Date:			
Co-A	Applicant Signature:	Date:			



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## **Child Support/ Spousal Support Certification**

Applicant / Resident:		Apartment #	:	
	<u>ot</u> entitled to receive any ant to any court order.	spousal su	pport, child support, or ot	ther
	<u>PT</u> entitled to receive any ant to any non-court agr	-	pport, child support, or of	ther
•	•	• ,	iles for spousal support of oligation to seek such mor	r child support through legal nies.
If you	answered No above, ST	OP HERE, si	gn and date the bottom	
Support type: Alimon	y/Spousal	Child	Children's Names:	Monthly Amount:
other agreement in t such as divorce decre	the amount of \$ee, settlement agreemer	per mo nt, court-ord	nth. Please see attached s dered paternity agreemer	arsuant to a court order or supporting documentation nt.
			ceive the full amount of the next 12 months beca	money due to me and I
If not receiving full court-ord	ered amount, please sel	lect <b>a.</b> or <b>b.</b>	below:	
				egal actions to collect the y be required):
supp settle	ort. I understand becaus	e of this lac	k of pursuit, the full amou	e to me for spousal support or child unt stated in my divorce decree, be considered as income when
pursuant to a court o such an order with	order or other agreement nin the next 12 month	including suns. I expect	apport or recurring allowa	oport, or other compensation ince, I believe that I will receive per month commencing on
				artment community and that any misrepresentation //we certify the above representations to be true as c

Applicant Signature:



Applicant Signature:

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## **Zero Income Certification**

A "Certification of Zero Income" should be completed by adult household members only (if appropriate). If there are any sources of income listed that you (the applicant) need clarification on, please contact the Contract Administrator, Owner, or Management Office Personnel.

	PLETED BY ADMINISTRATOR/OWNER/MANAGEMENT
dministrator/Owner/Management Name:	TDHCA Number:
ontact Name:	Contact Title:
ddress:	Phone:
mail Address:	Fax:
Applicant / Resident:	Apartment #:
	eceive income from any of the following sources: g commissions, tips, bonuses, fees, etc.);
b. Income from operation of business;	·
c. Rental income from real or persona	al properly;
d. Interest or dividends from assets;	
e. Social Security payments, annuities	s, insurance policies, retirement funds, pensions, or death benefits;
f. Unemployment or disability paymen	nts;
g. Public assistance payments;	
h. Periodic allowances such as alimon household;	ny, child support or gifts received from persons not living in my
i. Sales from self-employed resources	(Avon, Mary Kay, Shaklee, etc.);
j. Any other source not named above.	
2. I currently have no income of any kind and next 12 months.	there is no imminent change expected in my financial status during the
3. I will be using the following sources of fund	ds to pay for rent and other necessities:
residency at the above apartment community a	as part of the qualification procedure to determine eligibility for and that any misrepresentation herein will be considered a material /us to immediate eviction. Under penalties of perjury, I/we certify the



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## **Student Affidavit**

This is to cert	ify that I,	
	(Nan	ne of Applicant/Resident)
	(Address of Annlicar	nt / Resident, City and State, Zip)
	(Address of Applical	n / Nesident, Oily and State, Zip)
am not currer	ntly, nor do I plan to enroll in t	full-time or part-time educational courses.
This is also to	certify that I,	
		f Applicant/Resident)
have not been current calend	•	time educational courses in the past 5 months of the
WARNING:	make willful false stateme	8 of the U.S. Code makes it a criminal offense to ents or misrepresentation to any department or es as to matters within its jurisdiction.
Signature (A)	oplicant/Resident)	 Date





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## FULL TIME STUDENT ELIGIBILITY SELF-AFFIDAVIT

Applicant/Res	sident Name:	
The program ha also at annual re your cooperatio	as restrictions on fu ecertifications. To on in completing the	rtment that is governed by the Federal Tax Credit Program provided under Section 42. Il-time students and requires us to determine student status for the entire household and determine whether you are eligibility within the guidelines of our program we ask for e applicable information below. We hold this information in strict confidence for use status of this household.
	Each	h ADULT student must complete a separate form
If the studen	its are MINORS, t	the PARENT or GUARDIAN may complete one form for all the minor students.
Please answer of	one	
☐ YES	□ NO	I, am a full-time student currently or expect to be in the next 12 months.
☐ YES	□ NO	I, am the parent or guardian of Minor full-time students living in my household.
Please list full r student:	names of each mino	or
	all that apply: To mentation.	be eligible the STUDENT must be able to answer YES to one and provide
YES	□ NO	1. I am a full-time student that is married and currently filing a joint tax return.
YES	□ NO	<ol><li>The household is currently receiving AFDC or TANF under title IV of the Social Security Act.</li></ol>
☐ YES	□ NO	3. I am a full-time student who has been a Foster Child under title IV of the Social Security Act.
YES	□ NO	4. I am a full time student that is a single parent with children and none of us are dependents on anyone else's tax return.
☐ YES	□ NO	5. I am a full-time student that is enrolled in the Job Training Partnership Act (JTPA) or a similar program.
YES	□ NO	6. At least one household member will be residing in the unit who is not a full-time student.
		ven above is true and complete to the best of my knowledge. I understand that information is a breach of my lease and may be subject to criminal penalties.
	Printed Appli	icant/Resident Name
	Signature of	Applicant/Resident Date Signed

**NOTE:** Section 1001 of Title 18 of the U. S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to any matter within its jurisdiction.



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## **Rental History Certification**

Applic	ant / Resident: Apartment #:
Please	check the box that best demonstrates your rental history (and complete any blanks)
[]	I have rented an apartment/home in the last 7 years.
	(Additional form required * Request to complete a Rental Verification Authorization Form)
[]	I have been a homeowner in the last 7 years.
	[ ] Home was sold. Date sold:
	<ul> <li>Please provide supporting documentation.</li> </ul>
	[ ] Home is now a rental property.
	<ul> <li>Please provide supporting documentation.</li> </ul>
	[ ] Other: • Explain below:
[]	I do not have any rental history. Explain below:
apartmen	rstand that this verification is made as part of the qualification procedure to determine eligibility for residency at the above community and that any misrepresentation herein will be considered a material breach of the lease agreement and subject mmediate eviction. Under penalties of perjury, I/we certify the above representations to be true as of the date shown below.
Applic	ant Signature: Date:
Co-Ap	plicant Signature: Date:



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## **Rental Verification**

To: From	n:		
	_		
Phone:Fax:			
We have received an application from your current/former resi		-	wing information. If
you have any questions, please contact our office. Thank you	for your t	ime and attention.	
Applicant/Resident Name:			
Address at your community:			
Length of residency:			
Were rent payments made on time?	YES	NO	
If no, how many times were they late in the past 12 months?		NO	
Are you involved in any eviction proceedings at this time?	YES		
If yes, please explain.			
Any noise complaints?	YES	NO	
Any policy complaints?	YES	NO	
If yes, please explain.			
Did they have any pets?	YES	NO	
Would you rent to them again?		NO	
Additional Comments:			
Signature:			
Print Name:			
Title:			
Date:			
Authorization			
I authorize the release of my rental history to DMA Properties	, LLC.		
Signature:			
Date:			



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## **BANK VERIFICATION**

Bank:	Phone #:
Mailing Address:	Fax #:
	- -
Applicant:	SSN #:
Co-Applicant:	SSN #:
I/we hereby authorize the release of any income,	asset or eligibility information.
Applicant Signature:	Date:
Co-Applicant Signature:	
Affordable Housing Program, we are required by income and assets of all applicants. To comply withis form to the apartments listed above. The inferesidency eligibility and will not be disseminated	2. Account Type:  Account #:  Current Balance:  6-Month Average Balance:  Interest Rate or YTD Dividends:  Withdrawal Penalty:  If Joint Account, with whom:  4. Account Type:  Account #:  Current Balance:  6-Monih Average Balance:  Interest Rate or YTD Dividends:  Withdrawal Penalty:  If Joint Account, with whom:
Signature	Printed Name
Title Phone #	 Date



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## **UNDER \$5,000 ASSET CERTIFICATION**

For households whose <u>combined</u> net assets do not exceed \$5,000. Complete only <u>one</u> form per household; include assets of children.

Development Name:			Unit No				
			City:	City:			
	sh Int.		Source	(A) Cash Value*	(B) Int. Rate	(A*B) Annual Income	Source
\$		\$	_ Savings Acco			\$	_ Checking Account
\$		\$	_ Cash on Hand			\$	_ Safety Deposit Box
\$		\$	_ Certificates of			\$	_ Money market funds
\$		\$	Stocks	\$		\$	Bonds
\$		\$	_ IRA Accounts	\$ <u></u> \$		\$	_ 401K Accounts
\$		\$	_ Keogh Accou	ints \$		\$	_ Trust Funds
\$		\$	_ Equity in real	estate \$		\$	_ Land Contracts
\$		\$	_ Lump Sum Ro	eceipts \$		\$	_ Capital investments
\$		\$	_ Life Insurance	e Policies (excluding Term)			
\$		\$	Other Retiren	nent/Pension Funds not name	ed above:		
\$		\$	Personal property held as an investment**:				
\$		\$	Other (list):				
**Persona	awal penalties, etc.  al property held as al property such as, by the disabled.  Within the past below their fair (*the difference)	an investment may but not necessarily st two (2) years, ir market value ( ce between FMV	I/we have sold FMV). Those ard the amount	or limited to, gem or coin collected furniture, daily-use autos, closed or given away assets (included above at received, for each asset on which is to be a compared to the collection of the c	tions, art, antiquenthing, assets of a ling cash, real and are equal to which this occ	estate, etc.) for to a total of: \$urred).	not include necessary or special equipment more than \$1,000
4. <b>□</b>	I/we do not ha	ve any assets at	this time.				
assets is \$ Under pe knowledg	. This a enalty of perjury, ge. The undersig	mount is includ  I/we certify that gned further und	ed in total gros t the information derstand(s) that	s annual income.  on presented in this certifica providing false representation in a lease agreemen	tion is true ar	nd accurate to the	ne best of my/our
msicaulli	is of meompiete i	mormanon may	result in the tell	innation of a least agreemen			



Applicant / Resident:

## **DMA PROPERTIES**

Apartment #: \_\_\_\_\_

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# Special Provisions Effective 3/1/2020

Is a member of the household a Veteran?
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, Cost Guard, Reserves or National Guard, may be eligible for additional benefits and services. For more information please visit with the Texas Veterans Portal at <a href="https://veterans.portal.texas.gov/">https://veterans.portal.texas.gov/</a> .
Annual Certification / Occupancy Based on Eligibility Resident agrees that 120 days prior to the Expiration, Resident will submit to Landlord all documentation required by Landlord necessary to ensure that Resident remains a Qualified Household. In the event that Resident fails to deliver such information or Landlord determines (whether in connection with a renewal or otherwise) that Resident is no longer a Qualified Household under the program, Resident agrees to vacate premises upon the earlier of the Expiration or upon 30-days written notice from Landlord of non-qualifying status.
Program Eligibility / Full-Time Students / Changes in Student Status Resident acknowledges that the Apartment Community listed above is operated pursuant to the rules and regulations of the Affordable Housing Program (the "Program'). The program provides for specific qualification restrictions with respect to occupancy of Program units by full-time students. Resident acknowledges that qualification to remain as a resident is at all times dependent upon the household meeting all student status requirements. Should Resident fail to meet all student status requirements, Resident will be deemed an unqualified resident and will be subject to immediate eviction. Resident agrees to notify Landlord immediately of any change in student status by any member of the household.
Misrepresentation / Falsification Household collectively acknowledges that any misrepresentation or falsification of this certification by any individual occupant will be considered a material breach of the lease agreement. If at any time the household becomes ineligible for occupancy under the Affordable Housing Program guidelines, the lease will be terminated prior to the end of the lease term, by giving a 30-day written notice to vacate and stating the reason for the lease termination.
Each Occupant of the household has provided true and correct list of all people who reside within the apartment, their student status and anticipated income.
Resident Signatures: Owner's Representative Signature



#### TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

## A Tenant Rights and Resources Guide For Tenants Living in a TDHCA Monitored Rental Property Property Name:



Management Company\*

Company Name: DMA Properties LLC

Contact Name: Marnie Geurin

Phone Number: (512) 328-3232

Email Address: marnieg@dmacompanies.com

Property Owner\*

Austin TCHFC-DMA Housing LLC

Sergio Amaya

(512) 328-3232

(512) 328-3232

sergioa@dmacompanies.com

## **Property Policies, Regulations and Requirements**

#### **Texas Administrative Code**

- This property received either public funds or low income housing tax credits through the Texas
  Department of Housing and Community Affairs ("TDHCA"). That means this property must follow
  certain State rules that are in the Texas Administrative Code or "TAC."
- Part of the TAC says rental properties must have certain policies.
- You can ask your property manager for a copy of the full Written Policies and Procedures part of the TAC (Title 10, Part 1, Chapter 10, Subchapter F, Rule Section 10.610) or you can ask for certain sections or use this short URL to read the full Written Policies and Procedures online: <a href="http://ow.ly/GsVS50u0NBW">http://ow.ly/GsVS50u0NBW</a>

If you want to know	Ask for this
<ul> <li>The requirement(s) that you need to meet to live at this property.</li> <li>How and when you will be notified if your application is denied, and why your application was denied.</li> </ul>	Tenant Selection Criteria Policy
How a person with a disability may request certain accommodations, and how long it may take for a response.	Reasonable Accommodation Policy
How a waiting list is opened and closed and how applicants are selected.	Wait List Policy
<ul> <li>What must be included in notices about ending your occupancy:</li> <li>The specific reason why your occupancy is ending.</li> <li>Information about rights under the Violence Against Women Act ("VAWA").</li> <li>How a person with a disability can request a reasonable accommodation in reply to the notice.</li> <li>Information on the appeals process (if one is used by the property).</li> </ul>	Non-Renewal and/or Termination Notice Policy
<ul> <li>How to ask for a unit transfer.</li> <li>What happens to the security deposits for your current and new unit.</li> <li>Transfers related to reasonable accommodations for persons with disabilities.</li> </ul>	Unit Transfer Policy

<sup>\*</sup> As listed in TDHCA's Compliance Monitoring Tracking System ("CMTS").

### **Texas Property Code**

This property must follow all applicable Texas State Landlord-Tenant Laws, which outline the responsibilities of landlords and tenants in residential rental agreements. These laws can be found in the Texas Property Code at <a href="https://goo.gl/aHDQ7e">https://goo.gl/aHDQ7e</a>.

## Land Use Restriction Agreement ("LURA")

- This property must operate in accordance with its Land Use Restriction Agreement ("LURA") as affordable housing, whether or not ownership or management agents change.
- The LURA:
  - Says the property must be suitable for occupancy and in good repair;
  - Sets the maximum rents that can be charged;
  - Prohibits evictions for other than good cause;
  - Prohibits the owner from denying admission to any person exclusively on the basis of such person receiving rental assistance under a local, state, federal or other housing assistance program, including, but not limited to, Section 8 of the United States Housing Act of 1937 as amended.
  - Lists the number and type of property amenities and/or services that must be provided by the TDHCA monitored property. The amenities and/or services required to be provided at this property include: [This section should not be blank when provided to the tenant.]

Common Areas	Unit Amenities	Required Services
Fitness Center Community Room Business Center Theater	Central Heating and Cooling Full Appliance Package Ceiling Fans	Joint Use Library Center Weekday Character Program Transportation Food Pantry GED Preparation ESL Classes Financial Planning Classes Health Fair Health & Nutrition Courses Organized Youth Programs Scholastic Tutoring Notary Public Service Exercise Classes Arts and Crafts Income Tax Preparation Transportation to Community Events On-site Social Events Case management Services Home Chore Services Programs described under Title IV-A of the Social Security Act (42 U.S.C. §§601)

 You can request a copy of the LURA from the property or by calling TDHCA at 800-525-0657 or by email to <u>open.records@tdhca.state.tx.us</u>.

## Your Rights as a Renter in a TDHCA Monitored Property

In addition to Texas Property Code requirements, TDHCA Monitored Property Owners Must:

 Keep properties suitable for occupancy and in good repair consistent with Uniform Physical Condition Standards ("UPCS") published by the U.S. Department of Housing and Urban Development ("HUD").

- Estimate utility costs at the property, annually review the utility allowance they calculate, and make utility allowances available for inspection. Utility allowances are used to help determine the amount a property owner will charge for rent.
- Provide reasonable accommodations or modifications for a tenant's disability at the property owner's expense unless the request presents an undue financial and administrative burden on the owner or if the property was awarded tax credits before 2001 (unless otherwise agreed to in the LURA).
- Offer written leases.
- Provide tenants with written notice in the event of lease termination or non-renewal.

## **TDHCA Monitored Property Owners** *Are Not Allowed To:*

- Lock out or seize property of tenants who have not paid rent except by judicial process or as expressly allowed under Texas Government Code §2306.6738 (cases of necessary repair, construction work, emergencies, or in the event of tenant abandonment of a unit).
- Charge rents in excess of program-specific rent limits that are published each year.
- Require households that get rent payment help from a federal program, such as Housing Choice Voucher/Section 8, HOME or other federal program, to establish a minimum income standard that requires more than 2.5 times their portion of the monthly rent or \$2,500 whichever is greater.
  - Example: If your household gets federal rent payment help and your household's portion of the rent is \$200 per month, you do not have to show that your household makes more than \$500 per month (\$200 x 2.5 = \$500) to be eligible for housing.
  - Example: If your household gets federal rent payment help and your household income is less than \$50 per month, you do not have to show that your household makes more than \$2,500 per year to be eligible for housing.
- Deny households housing just because of participation in the Housing Choice Voucher/Section 8,
   HOME or other federal, state, or local rental assistance program
- Refuse to renew the lease or evict tenants without good cause. Landlords may not retaliate against renters who have made a discrimination complaint or who have assisted others in exercising their fair housing rights, including rights to request a reasonable accommodation or modification.

## Fair Housing - It's Your Right!

This property must follow federal, state, and local fair housing laws. Fair housing laws say everyone has a right to fair and equal housing choices and opportunities. This means you cannot be denied an apartment based on your race, color, national origin, religion, sex, disability, or whether or not your household includes children under the age of 18.

For example, all properties must:

- Give everyone the same rental terms and conditions.
- Show everyone the location of every available apartment.
- Advertise to everyone broadly and in a non-discriminatory manner.
- Make reasonable accommodations or modifications for people with disabilities.
  - A reasonable accommodation or modification request may be made by a person with a disability or on their behalf. The accommodation or modification must:
    - Be related to a disability;
    - Not cause an undue administrative and financial burden to the owner; and

- Not change the basic nature of the program governing the property
- If your request is denied, your property representative must talk with you about an alternative option that may meet your disability-related needs.

## **How to Request Reasonable Accommodations and Modifications**

- If you have a disability-related need, ask your property manager for the Reasonable Accommodation Policy. This policy will tell you how to request an accommodation or modification. A tenant should know that a property *can* request verification of a disability if the disability or need for the accommodation is not obvious, but the property *cannot* request information about the nature, extent, or severity of the disability.
  - Reasonable Accommodations: A reasonable accommodation is a change in the way things are
    usually done that may be needed for a person with a disability to use and enjoy a dwelling or
    common area. Examples include:
    - Allowing a service dog, even if the property has a 'no pet' policy.
    - Providing an assigned parking space closer to a unit.
    - Requesting a unit transfer from an upper floor to a ground floor unit.
    - Requesting interpreters or auxiliary aids to communicate effectively with management.
  - **Reasonable Modifications:** A reasonable modification is a change to an apartment.
    - Property managers may allow a disabled person to make changes to an apartment.
    - The disabled person may have to pay for the changes.
    - Examples of reasonable modifications include:
      - Adding grab bars to a bath tub or shower
      - Widening doorways
      - · Adding a ramp to make an entrance accessible
- A tenant should know that owners have a right to deny a request in certain situations.
- Reasonable accommodations or modifications for the tenant's disability may be provided at the owner's expense unless the request presents an undue financial or administrative burden on the owner or the property was awarded tax credits before 2001.
  - If you need to find out if a property was awarded tax credits before 2001 or to request a copy of the LURA, contact TDHCA at 800-525-0657 or email <a href="mailto:open.records@tdhca.state.tx.us">open.records@tdhca.state.tx.us</a>.
- To learn more about Reasonable Accommodations and Fair Housing, visit http://www.tdhca.state.tx.us/fair-housing/index.htm.

## **Complaints**

## **Fair Housing Complaints**

If you believe you have been discriminated against based on race, color, national origin, religion, sex, family status, or disability, you can file a complaint.

• The **Texas Workforce Commission**, not TDHCA, handles complaints under the Fair Housing Act in the State of Texas.

Texas Workforce Commission Civil Rights Division 1117 Trinity Street, Room 144-T Austin, TX 78701 • The Texas Workforce Commission may file your complaint with the U.S. Department of Housing and Urban Development ("HUD"). However, you can also send a complaint directly to HUD.

HUD Fort Worth Regional Office

Office of Fair Housing and Equal Opportunity

801 Cherry Street, Unit #45, Suite 2500

Fort Worth, TX 76102

Call: 817-978-5900

Toll free: 800-669-9777

TTY: 817-978-5595

Some Texas cities have a local fair housing agency that may help with fair housing complaints. Find
a list of local fair housing enforcement agencies at <a href="https://www.tdhca.state.tx.us/fair-housing/renters.htm">www.tdhca.state.tx.us/fair-housing/renters.htm</a>

## **Property Complaints**

If you	Do this
Have a concern about	
	Step 1: Call or write your property <i>manager</i> and state your concern.
Property issues, such as parking, broken cars, track, safety, or pote.	•
trash, safety, or pets.	Step 2: Give your property <i>manager</i> time to respond to your concern.
<ul> <li>A neighbor is making too much noise or disturbing you.</li> </ul>	
<ul> <li>Your apartment manager is unprofessional or</li> </ul>	Step 3: Call or write your property <i>owner</i> if the manager has not responded to your
rude.	concern.
Suspect that a neighbor	Step 4: Give your property <i>owner</i> time to
<ul> <li>Doesn't report everyone living in the unit.</li> </ul>	respond to your concern.
	•
Does not report their total income.  Parts or subjets their apartment.	
Rents or sublets their apartment.    Section of colling illegal drugs.	
Is using or selling illegal drugs.  Nood	Stan 1. Ask the management office to subset to
Need	Step 1: Ask the management office to submit a written work order or submit a request
Something fixed in your unit, like a leaky faucet,     broken smake detector, defective or missing.	yourself.
broken smoke detector, defective or missing refrigerator seal, broken window, or some other	Step 2: Give the property management time to
repair.	respond to your request.
<ul> <li>You must give the property management</li> </ul>	Step 3: File a complaint with TDHCA only if
seven days to respond to your written request	property management has not
(except if the request is related to an	responded to your request.
imminent threat to health or safety).	Mail TDHCA
• A reasonable accommodation or modification to	Attn: Housing Resource Center
your unit. You may make the request verbally or	P.O. Box 13941 Austin, Texas 78711-3941
submit it in writing.	Fax 800-733-5120
<ul> <li>Generally, property management has 14</li> </ul>	Online www.tdhca.state.tx.us/complaint.htm
calendar days to respond to your request.	
	Individuals with a disability may request a reasonable accommodation to submit complaints
	over the phone by calling 512-475-3800 or toll
	free 800-525-0657, 800-735-2989 or 7-1-1 Voice.
	TDHCA may take up to 15 working days to
	respond to your complaint.

If you	Do this	
<ul> <li>Have a complaint about</li> <li>Specific information about property management renting apartments to households that make too much money.</li> </ul>	File a written complaint with TDHCA.  Mail TDHCA Attn: Housing Resource Center P.O. Box 13941 Austin, Texas 78711-3941  Fax 800-733-5120 Online www.tdhca.state.tx.us/complaint.htm	

### **General Complaints**

TDHCA cannot resolve complaints about abuse, criminal activity, rent payment assistance, or other issues. If you have a complaint about these types of activities, please contact the appropriate organization as provided below.

For complaints about	Contact
Abuse, neglect, or exploitation of a child,	Texas Department of Family and Protective Services
person with a disability, or elderly	Toll free (hotline): 800-252-5400
Social services issues, such as Medicaid,	Texas Health and Human Services Commission
Supplemental Nutrition Assistance	Office of the Inspector General
Program ("SNAP"), Temporary Assistance	Call: 800-436-6184
for Needy Families ("TANF")	Web: http://oig.hhsc.state.tx.us/Fraud Report Home.aspx
Criminal activities, such as illegal drug	Your local law enforcement office or dial 9-1-1
activities, violence	
Rent payment assistance	Call your rent payment assistance provider.

## **Tenant Rights**

#### **Landlord-Tenant Issues**

- Visit the Office of the Attorney General ("OAG") at <a href="www.TexasAttorneyGeneral.gov/cpd/tenant-rights">www.TexasAttorneyGeneral.gov/cpd/tenant-rights</a> or call the OAG's Consumer Protection Hotline toll free at 800-621-0508.
- Visit the Texas State Law Library's Landlord/Tenant Law page at <a href="http://guides.sll.texas.gov/landlord-tenant-law.">http://guides.sll.texas.gov/landlord-tenant-law.</a>
- Texas A&M Real Estate Center has also published a Landlord Tenants Guide which is available at <a href="https://assets.recenter.tamu.edu/documents/articles/866.pdf">https://assets.recenter.tamu.edu/documents/articles/866.pdf</a>
- Contact the U.S. Department of Housing and Urban Development ("HUD")
   Toll Free: 800-955-2232 Email: TX WebManager@hud.gov

TTY: 800-877-8339 Hours: 8:00 a.m. to 4:30 p.m., Monday - Friday

Regional and Field Offices:

HUD Fort Worth Regional Office
801 Cherry St., Unit 45, Suite 2500
Fort Worth, TX 76102
Phone: 817-978-5600
Fax: 817-978-5569
HUD Houston Field Office
1301 Fannin St., Suite 2200
Hub San Antonio Field Office
615 E. Houston St., Suite 347
San Antonio, TX 78205-2001
Phone: 713-718-3199
Fax: 713-718-3225
Fax: 210-472-6804

## **Need Legal Help?**

• TDHCA does not provide legal advice or help with resolving landlord-tenant issues.

- TDHCA may try to resolve these issues for reasonable accommodation requests.
- If you received a property violation or eviction notice and need help, contact one of the following organizations.

Legal Aid of Northwest Texas Lone Star Legal Aid

Call: 888-529-5277 Visit: www.lanwt.org Call: 800-733-8394 Visit: www.LoneStarLegal.org

Texas Rio Grande Legal Aid Volunteer Legal Services of Central Texas Call: 888-988-9996 Visit: <u>www.trla.org</u>

Call: 512-476-5550 Visit: www.vlsoct.org

Effective 12/20/17

## TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS



# A Tenant Rights and Resources Guide **Acknowledgement of Receipt Form**



## DEPARTAMENTO DE VIVIENDA Y ASUNTOS COMUNITARIOS DE TEXAS

## Guía de derechos y recursos de los inquilinos Formulario de acuse de recibo

Property Name* / Nombre de la propiedad*:	Travis Flats
TDHCA File # / N.° de expediente de TDHCA:	18335
Household Name / Nombre del grupo familiar:	
Unit Number / Número de unidad	
* As listed in TDHCA's Compliance Monitoring Tracking S Seguimiento de Control de Cumplimiento del TDHCA ("	
•	Resident's Guide as of the date this document is signed Residente a la fecha de firma de este documento.
Signature / Firma	Date / Fecha
Signature / Firma	Date / Fecha
Signature / Firma	Date / Fecha
Signature / Firma	Date / Fecha



4101 Parkstone Heights Drive, Suite 310 | Austin, TX 78746 P: 512.328.3232 | F: 512.328.4584

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

## **To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for persons that have been subject to domestic violence, dating violence, sexual assault, or stalking.<sup>2</sup> VAWA protections are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>3</sup> The Texas Department of Housing and Community Affairs is the State agency that oversees (please circle the covered program) the Housing Tax Credit, HOME Multifamily, HOME Tenant Based Rental Assistance, Tax Credit Assistance Program-Repayment Funds, National Housing Trust Fund, Emergency Solutions Grant, and the Housing Choice Voucher Program "covered program". This notice explains your rights under VAWA. A U.S. Department of Housing ("HUD") approved certification form is attached to this notice. You can fill out this form to show that you are or have been subject to domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

## **Protections for Applicants**

If you otherwise qualify for assistance under <u>a covered program listed above</u>, you cannot be denied admission or denied assistance because you are or have been subject to domestic violence, dating violence, sexual assault, or stalking.

#### **Protections for Tenants**

If you are receiving assistance under <u>the covered program</u>, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been subject to domestic violence, dating violence, sexual assault, or stalking.

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

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

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

<sup>&</sup>lt;sup>2</sup> The VAWA statute uses the term victims to describe those with VAWA protections, but the Department herein refers to this class of persons as subject to protections under VAWA.

<sup>&</sup>lt;sup>3</sup> Housing providers in the covered programs cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

### Removing the Abuser or Perpetrator from the Household

The Housing Provider ("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 VAWA protections and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, 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 (such as HUD's self-certification form 5382).

## **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 have been subject to domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) You expressly request the emergency transfer. 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 have been subject to sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you have been subject to sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the

property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

HP will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and work to ensure the confidentiality of the location of any move by such victims and their families. HP's emergency transfer plan provides further information on emergency transfers, and 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 subject to 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 (HUD form 5382) 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 subject to domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been subject to domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if 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 persons subject to domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for persons subject to domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

## Non-Compliance with the Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with TDHCA at <a href="https://www.tdhca.state.tx.us/complaint.htm">https://www.tdhca.state.tx.us/complaint.htm</a> 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, and/or if you need to move due to domestic violence, dating violence, sexual assault, or stalking please contact the Texas Department of Housing and Community Affairs at 512-475-3800 or 800-475-3800 (Relay Texas 800-735-2989) for assistance in locating other available housing (note, this is not a domestic violence hotline. Depending on your location, the Department may also have a listing of local service providers and advocates who can help you move to a safe and available unit. For more information regarding housing and other laws that may protect or provide additional options for survivors, call the Texas Council on Family Violence Policy Team at: 1-800-525-1978.

## Domestic Violence, Sexual Assault and Stalking Resources

To speak with an advocate and receive confidential support, information and referrals regarding domestic violence 24 hours a day, every day, contact the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also visit the Texas Council on Family Violence website for a listing or local domestic violence services providers: <a href="http://tcfv.org/service-directory/?wpbdp\_view=all\_listings">http://tcfv.org/service-directory/?wpbdp\_view=all\_listings</a>.

For confidential support services and referral to a local sexual assault crisis center 24 hours a day, every day, contact RAINN: Rape, Abuse, & Incest National Network: Hotline: 1-800-656-HOPE. You may also visit the Texas Association Against Sexual Assault to find local crisis centers: <a href="http://taasa.org/crisis-center-locator/">http://taasa.org/crisis-center-locator/</a>.

For information regarding stalking visit the National Center for Victims of Crime's Stalking Resource Center at <a href="https://www.victimsofcrime.org/our-programs/stalking-resource-center">https://www.victimsofcrime.org/our-programs/stalking-resource-center</a>. Victims of a variety of crimes my find referrals by contacting t the Victim Connect Resource Center, a project of the NCVC, through calling Victim Connect Helpline: 855-4-VICTIM (855-484-2846) or searching for local providers at <a href="http://victimconnect.org/get-help/connect-directory/">http://victimconnect.org/get-help/connect-directory/</a>.

## Legal Resources

## TexasLawHelp.org

## $\underline{www.texaslawhelp.org}$

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

## Texas Advocacy Project, A VOICE

## 1.888. 343.4414

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

## 1-844-303-SAFE (7233)

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

## 800-374-HOPE

Texas Advocacy Project. Offers the HOPE Line, Monday -Friday 9am-5pm, staffed by attorneys can help you with a variety of legal concerns related to domestic violence, sexual assault, and stalking.

Attachment: Certification form HUD-5382.



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CERTIFICATION OF U.S. Depart DOMESTIC VIOLENCE, and Urban 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	ne lease:	
5. Residence of victim:		
6. Name of the accused perpetrator (if known and	d can be safely disclosed):	
7. Relationship of the accused perpetrator to the		
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):		
and recollection, and that the individual named above dating violence, sexual assault, or stalking. I ackn	s form is true and correct to the best of my knowledge in Item 2 is or has been a victim of domestic violence, owledge that submission of false information could for denial of admission, termination of assistance, or	
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.



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## Acknowledgement of Receipt of HUD VAWA 5380 & 5382

I/We, by signature hereunder, accept and understand the Notice of Occupancy Right under the Violence Against Women Act and the supplemental Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking. These documents have been provided during time application, when an application was approved or denied, and when a lease termination or non-renewal has been initiated. In addition, as required, some developments also provide these documents upon annual recertification.

Resident	Date
Resident	



## **Rental Application for Residents and Occupants**

Each co-resident and each occupant over 18 must submit a separate Application.

M E M B E R

Date when filled out:

ABOUT YOU	
Full name (exactly as it appears on driver's license or govt. ID card)	
Former name (if applicable)	
Gender Birthdate Socia	al Security #
Driver's license #	State
Government ID #	
Home phoneCell phone	
Work phone Email addr	
Marital status ☐ single ☐ married U.S. citizen? ☐ yes ☐ no	
l am applying for the apartment located at	
Is there another co-applicant? ☐ yes ☐ no	
Co-applicant name	Email
OTHER OCCURANTS	
OTHER OCCUPANTS	Deletion
Full name	
Birthdate Social Security # _	
Driver's license #	
Government ID #	State (II applicable)
	Relationship
Birthdate Social Security # _	52 FB
Driver's license #	State
Government ID #	State (if applicable)
Full name	
BirthdateSocial Security # _	
	State
Government ID #	State (if applicable)
Full name	Relationship
Birthdate Social Security # _	
Driver's license #	
Government ID #	
WHERE YOU LIVE	
Current home address (where you live now)	
City Sta	ate Zip
Do you ☐ rent or ☐ own? Beginning date of residency:	Monthly payment \$
Apartment name	
Name of owner or manager	
Phone Reason for leaving	
(The following is only applicable if at current address for less than 6 months.)	
Previous home address	
City Sta	
Do you 🗖 rent or 🗖 own? Dates: From To	Monthly payment \$
Apartment name	
Name of owner or manager	
Phone Reason for leaving	
YOUR WORK	
Current employer	
Address	
CitySta	iteZip
Work phone Beginning date of employment	

YOUR WORK, continued	The same of the sa		
		Phone	
		Phone	
	if at current employer for less than 6 month		
		tate Zip	
		To	
		No.	
		Phone	
ADDITIONAL INCOME			
(Income must be verified to be co	300,000,000,000		
		Gross monthly amount \$	
Туре	Source	Gross monthly amount \$	
CREDIT HISTORY			
If applicable, please explain any p	ast credit problem:		
CRIMINAL HISTORY			
Check only if applicable.			
Have you or any occupant listed in t	his Application ever:		
been evicted or asked to move o			
	the end of the lease term without the owner's c	onsent?	
declared bankruptcy?			
been sued for rent?			
<ul> <li>been sued for property damage?</li> <li>been convicted or received prob</li> </ul>	e Pation (other than deferred adjudication) for a fe	elony or sex crime?	
		nich you were convicted or received probation. We may need	
to discuss more facts before making	g a decision. You represent the answer is "no" to	any item not checked above.	
HOW DID YOU FIND US?			
2000年2000年1月1日 2010年2月1日 2010年2月1日 2010年1日 20			
☐ Referral from a person or locator? Name			
Social media (please be specific)			
Other			
Emergency contact person over 1	18 who will not be living with you:		
		Relationship	
	St		
Llama Dhona	Si	tate Zip	
Home Phone	Cell Phon	zate Zip	
Home Phone	Cell Phon	zate Zip	
Home Phone  Work Phone  YOUR VEHICLES (If applicable)	Cell Phon Email Ad	tate Zip ne dress	
Home Phone  Work Phone  YOUR VEHICLES (If applicable List all vehicles owned or operate	Cell Phon Email Ad  ble)  ed by you or any occupants (including cars,	trucks, motorcycles, trailers, etc.)	
Home Phone  Work Phone  YOUR VEHICLES (If applicable List all vehicles owned or operate Make	Cell Phon Email Ad ble)  ed by you or any occupants (including cars,  Model	tate Zip  dress  trucks, motorcycles, trailers, etc.)  Color	
Home Phone  Work Phone  YOUR VEHICLES (If applicate List all vehicles owned or operate Make	Cell Phon Email Ad ble)  ed by you or any occupants (including cars,  Model	tate Zip  dress  trucks, motorcycles, trailers, etc.)  Color	
Home Phone  Work Phone  YOUR VEHICLES (If applicable List all vehicles owned or operate Make  Year	Cell Phon Email Ad  ble)  ed by you or any occupants (including cars,  Model License #	tate Zip  dress  trucks, motorcycles, trailers, etc.)  Color  State	
Home Phone  Work Phone  YOUR VEHICLES (If applicate List all vehicles owned or operate Make Year	Cell Phone Email Ad  ble)  ed by you or any occupants (including cars,  Model  License #  Model	tate Zip  dress  trucks, motorcycles, trailers, etc.)  Color  State  Color	
Home Phone	Cell Phone Email Ad  ble)  ed by you or any occupants (including cars,  Model  License #  Model  License #	tate Zip  dress  trucks, motorcycles, trailers, etc.) Color State Color State	
Home Phone	Cell Phone Email Ad  ble)  ed by you or any occupants (including cars,  Model  License #  Model  License #  Model  Model	trucks, motorcycles, trailers, etc.)  Color  State  Color  State  Color  Color  Color  Color  Color  Color  Color	
Home Phone	Cell Phone Email Ad  ble)  ed by you or any occupants (including cars,  Model  License #  Model  License #  Model  Model	tate Zip  dress  trucks, motorcycles, trailers, etc.) Color State Color State	
Work Phone	Cell Phone Email Ad  ble)  ed by you or any occupants (including cars,  Model  License #  Model  License #  Model  License #		
Home Phone	Cell Phone Email Ad  ble)  ed by you or any occupants (including cars,  Model  License #  Model  License #  Model  License #  Model  Model  License #	trucks, motorcycles, trailers, etc.)  Color  State  Color  State  Color  Color  Color  Color  Color  Color  Color	

YOUR ANIMALS	(if applicable)		
You may not have any animal in your unit without management's prior authorization in writing. If we allow your requested animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges.			
Kind	Weight		
Breed	Age		
Kind	Weight		
Breed	Age		

## **Application Agreement**

The following Application Agreement will be signed by you and all co-applicants prior to signing a Lease. While some of the information below may not yet apply to your situation, there are some provisions that may become applicable prior to signing a Lease. In order to continue with this Application, you'll need to review the Application Agreement carefully and acknowledge that you accept the terms.

- 1. **Apartment Lease information.** The Lease contemplated by the parties will be the current TAA Lease. Special information and conditions must be explicitly noted on the Lease.
- 2. **Approval when Lease is signed in advance.** If you and all co-applicants have already signed the Lease when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of our approval, sign the Lease, and then credit the application deposit of all applicants toward the required security deposit.
- 3. **Approval when Lease isn't yet signed.** If you and all co-applicants have not signed the Lease when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of the approval, sign the Lease when you and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit.
- 4. **If you fail to sign Lease after approval.** Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease within 3 days after we give you our approval in person or by telephone or within 5 days after we mail you our approval. If you or any co-applicant fails to sign as required **your Application will be deemed withdrawn**, and we may keep the application deposit as liquidated damages, and terminate all further obligations under this Agreement.
- 5. **If you withdraw before approval.** If you or any co-applicant withdraws an Application or notifies us that you've changed your mind about renting the dwelling unit, we'll be entitled to retain all application deposits as liquidated damages, and the parties will then have no further obligation to each other.
- 6. **Approval/non-approval.** If we do not approve your Application within 7 days after the date we received a completed Application, your Application will be considered "disapproved." Notification may be in person or by mail or telephone unless you have requested that notification be by mail. You must not assume approval until you receive actual notice of approval. The 7-day time period may be changed only by separate written agreement.
- 7. **Refund after non-approval.** If you or any co-applicant is disapproved or deemed disapproved under Paragraph 6, we'll refund all application deposits within 30 days of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.
- 8. **Extension of deadlines.** If the deadline for approving or refunding under paragraphs 6 or 7 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next business day.
- 9. **Keys or access devices.** We'll furnish keys and/or access devices only after: (1) all parties have signed the Lease and other rental documents referred to in the Lease; and (2) all applicable rents and security deposits have been paid in full.
- 10. **Application submission.** Submission of an Application does not guarantee approval or acceptance. It does not bind us to accept the applicant or to sign a Lease. Images on our website may represent a sample of a unit and may not reflect specific details of any unit. For information not found on our website regarding unit availability, unit characteristics, pricing or other questions, please call or visit our office.
- 11. **Notice to or from co-applicants.** Any notice we give you or your co-applicant is considered notice to all co-applicants; and any notice from you or your co-applicants is considered notice from all co-applicants.

## **Disclosures**

- 1. Application fee (non-refundable). You agree to pay to our representative the non-refundable application fee in the amount indicated in paragraph 3. Payment of the application fee does not guarantee that your Application will be accepted. The application fee offsets the cost of screening an applicant for acceptance.
- 2. Application deposit (may or may not be refundable). In addition to any application fees, you agree to pay to our representative an application deposit in the amount indicated in paragraph 3. The application deposit is not a security deposit. The application deposit will be credited toward the required security deposit when the Lease has been signed by all parties; OR, it will be refunded under paragraph 7 if the applicant is not approved; OR it will be retained by us as liquidated damages if you fail to sign or withdraw under paragraphs 4 and 5 of the Application Agreement.
- 3. Fees due. Your Application will not be processed until we receive your completed Application (and the completed Application of all co-applicants, if applicable) and the following fees:

A. Application	fee (non-refundable): \$
	deposit (may or may not be refundable) \$

- 4. **Completed Application.** Your Application will not be considered "complete" and will not be processed until we receive the following documentation and fees:
  - A. Your completed Application;
  - B. Completed Applications for each co-applicant (if applicable);
  - C. Application fees for all applicants;
  - D. Application deposit.

## **Authorization and Acknowledgment**

l authorize			

(name of owner/agent) to obtain reports from any consumer or criminal record reporting agencies before, during, and after residency on matters relating to a lease by the above owner to me and to verify, by all available means, the information in this Application, including criminal background information, income history and other information reported by employer(s) to any state employment security agency. Work history information may be used only for this Application. Authority to obtain work history information expires 365 days from the date of this Application.

Payment A	Authorization		
l authorize			
(name of owner/agent) to collect payment of the application fee and Disclosures.	d application deposit in the amounts specified under paragraph 3 of the		
<b>lon-sufficient funds and dishonored payments.</b> If a check from an applicant is returned to us by a bank or other entity for any reason, if any redit card or debit card payment from applicant to us is rejected, or if we are unable, through no fault of our own or our bank, to successfull process any ACH debit, credit card, or debit card transaction, then:			
<ol> <li>Applicant shall pay a charge of \$ for eac</li> <li>We reserve the right to refer the matter for criminal prose</li> </ol>	ch returned payment; and secution.		
Acknow	wledgment		
ment of any fees and deposits, is being done only after applicant deems material and necessary to the decision to apply for a rerincluding consumer-reporting agencies and other rental-housing or rental-selection criteria, which include reasons your Application come and rental history. You understand that if you do not meet give false information, we may reject the Application, retain all atterminate your right of occupancy. Giving false information is a separation party may recover from the non-prevailing party all attorn consumer-reporting agencies and other rental-housing owners regard.	d complete. Applicant's submission of this Application, including part has fully investigated, to its satisfaction, those facts which applicantal unit. You authorize us to verify your information through any measurers. You acknowledge that you had an opportunity to review on may be denied, such as criminal history, credit history, current et our rental-selection criteria or if you fail to answer any question application fees as liquidated damages for our time and expense, a erious criminal offense. In lawsuits relating to the Application or Lease, briney's fees and litigation costs. We may at any time furnish information arding your performance of your legal obligations, including both favorals, the rules, and financial obligations. Fax or electronic signatures are legal.		
_ease, as well as any community rules or policies we have. You may when signed. We will not take a particular dwelling off the market u	ay any fees or deposits, you have the right to review the Application of also consult an attorney. These documents are binding legal docume until we receive a completed Application and any other required informables may be made in the Lease if agreed to in writing by all parties. You		
	ot reflect specific details of any unit. For information not found on our w		
This Application and the Lease are binding documents when sign a copy of these documents to review and/or consult an attorney. to in writing by all parties.  Applicant's signature	ned. Before submitting an Application or signing a Lease, you may to Additional provisions or changes may be made in the Lease if agro Date		
Application Food	and Payment Method		
	al application fee due. The application fee is non-refundable. Refer to you		
Name on Application	Date of Application submission		
	Name of (management) company		
Name of property	1		
Credit card type	Credit card # Exp. date (MM/		
Name as it appears on card	Billing address		
City	State		
ACH Payment Option:			
Bank account #	Bank routing #		
Name of account holder	Address		
City	State		
Check Payment Option: Name of account holder			
Bank Account Number	Check Number Bank Routing Number		
OR OFFICE USE ONLY			
OR OFFICE USE ONLY  Apt. name or dwelling address (street, city):  Person accepting application:	Unit # or type: Phone: Phone:		
Person processing application:  Date that the applicant or co-applicant was notified □ by telephone, □ by letter, □ (Deadline for applicant and all co-applicants to sign lease is three days after notification.  Name of person or persons notified (if there are more than one applicant, at least one)	□ by email, or □ in person of □ acceptance or □nonacceptance: In of acceptance in person or by telephone, five days if by mail.) e of them must be notified):		
Name of owner's representative who notified the applicant:			
dditional comments:			



## Supplemental Rental Application for Units Under Government Regulated Affordable Housing Programs

<b>Affordable Housing Programs</b>	
	Date when filled out:

c	vernment regulated affordable	3 1	3				•						
Employment Update. Present employer: Address:				City, State, ZIP:									
	ress: City, State, ZIP: k Phone: Position:												
Household Composition. List all persons, including yourself, who will be living in your household.													
Number of Persons				Full Name			Re	lationship	Age	Stu	dent Status		
1 (Head of Household)									☐ Full-time (	☐ Full-time ☐ Part-time ☐ N/A			
	1 (Head of Household)										□ Part-time □ N/A		
	3									☐ Full-time (	☐ Part-time ☐ N/A		
	4									☐ Full-time (	☐ Part-time ☐ N/A		
	5						+			☐ Full-time [	☐ Part-time ☐ N/A		
	6									☐ Full-time (	☐ Part-time ☐ N/A		
Does anyone live with you now who is not listed above?										who is not li	sted above? 🗖 Ye		
We	e any of the household member ere any of the names listed above plication is completed?	ve student No. If yo	s in the you answe	ear this ap red "Yes" to	plicat eithe	ion was complete r question, please	ed?  explai		any of the	em plan to b			
th	e age of 18 who are dependents	of anothe	er househ	old memb	ola, ir er).	ncluaing those un	der 18	(except for inc	ome earne	a from empi	oyment by persor		
	Gross Monthly Income Source: Indicate whether your household receives income from the follow			ing	Applicant		Co-Applicant		Other Househo Members		Total		
	Salary		☐ Yes		\$		\$		\$		\$		
	Overtime Pay		☐ Yes		\$		\$		\$		\$		
	Commissions and Fees		☐ Yes		\$	A TANK BEAT CO. OR PARK	\$		\$		\$		
	Tips and Bonuses		☐ Yes		\$		\$		\$		\$		
	Interest and/or Dividends		☐ Yes		\$		\$		\$		\$		
	Net Income from Business		☐ Yes	70	\$		\$		\$		\$		
	Net Rental Income		☐ Yes	□No	:		\$		\$		\$		
	Social Security, Supplement Security Income	ntal	☐ Yes	□ No	\$		\$		\$		\$		
	Pensions, Retirement Fund	ls, etc.	☐ Yes	□ No	ras'				\$		\$		
	Support from Parents or Ro	elatives	☐ Yes	□ No	\$	200	\$		\$		\$		
	<b>Unemployment Benefits</b>		☐ Yes	□ No	\$	only	\$		\$		\$		
	Workers' Compensation, et	tc.	☐ Yes	□ No	\$	THE RES	\$		\$		\$		
	Alimony		☐ Yes	□ No	\$		\$		\$		\$		
	Sources of Child Support: • Court-ordered (regardless)	if naid)	☐ Yes	□No	\$		\$		\$		\$		
	<ul> <li>Voluntary payments</li> </ul>	i paia)	☐ Yes	□ No	\$		\$		\$		\$		
	Anticipated payments		☐ Yes		\$		\$		\$		\$		
	AFDC/TANF		☐ Yes				\$		\$		\$		
Student Financial Assistance		□ No \$			\$		Ś		\$				
Other: See No (explain)								\$	TOTA	·			
Assets. List all assets of all adults and persons in your					d, incl	uding those unde							
	Listing of All Assets		Cash Value		Dividends or from Asse	Kent		nancial Institution ription of Asset		Account Number			
	Checking Account(s)	☐ Yes	□ No	\$		\$							
	Savings Account(s)	☐ Yes	□No	\$		\$ \$ \$							
	Credit Union Account(s)	☐ Yes	□No	\$		\$							
	Stocks, Bonds or												
	Mutual Funds	☐ Yes	□ No	\$		\$							
	Real Estate or Home	☐ Yes	□ No	\$		\$							
	IRA/Keough Account	☐ Yes	□ No	\$		\$							
	Retirement Fund (401(k), 457, 403(b), etc.)	☐ Yes	□No	\$		\$							
	Pension Fund	☐ Yes	□ No	\$		\$							
	Trust Fund	☐ Yes	□ No	\$		\$							
	Mortgage Note Held	☐ Yes	□ No	\$		\$							
	Whole Life Insurance	☐ Yes	□ No	\$		\$							
	Cash Value			\$		\$							

Asset Verification. Have you disposed of any assets for less than fair market value in the last two years preceding the date of this application?   Yes   N

- Certification. By signing this Supplemental Rental Application, you as the applicant are certifying that all the above information is true and correct. You are consenting to disclosure of income and financial information from your employer(s) and any financial institutions where your assets are kept.
- 9. Recertification. If this form is being used for recertification and you have changed employment during the past year, you must complete the "Your Work" section of the TAA Rental Application.

Applicant	Date of Signing Application
Co-Applicant —	Date of Signing Application