



## TENANT SELECTION CRITERIA

Welcome to: **The Pointe at Ben White**

Capstone Real Estate Services promotes Equal Housing Opportunity at all of our communities, and expects Management to treat each prospective applicant that visits our properties with dignity and respect. Furthermore, Capstone Real Estate selects prospects without regard to race, color, sex, religion, disability, familial status, or national origin. As per Section 504 requirements, Capstone properties makes reasonable accommodations (such as allowing applicants to request assistance with the reading of materials) to help applicants read, understand and complete the application. This criterion will be applied uniformly, and in a consistently manner with all applicable law, including the Texas and Federal Fair Housing Acts, the Federal Fair Credit Reporting Act, and Texas Department of Community Affairs (TDHCA) guidelines.

The following Tenant Selection Criteria applies to this Community, and it is in compliance with TDHCA rules and regulations. It is published at the leasing office, and a copy will be provided.

### **Age:**

Lease holder(s) must be 18 years of age or older, and they are required to complete an application, even if living with parent or guardian.

**Verification of Identity:** Each person applying for an apartment must show proof of valid government or state issued identification card.

### **Occupancy Guidelines:**

A maximum of three (3) persons per bedroom are allowed, and with no more than two (2) adults per bedroom. Adult is defined as a person over the age of 18.

### **Income:**

Any and all income sources will be verified as determined by local and federal agencies at the time of application, and on the annual basis. You must provide income history of no less than six (6) weeks & current income verification of two and one half (2.5) times the amount of the monthly rental rate of the selected apartment.

Income verifications must include, but are not limited to the following: Four (4) to six (6) weeks of current consecutive paystubs from the income source(s), Capstone's verification of employment submitted to and from employer, any applicable third party verifications such as court orders, divorce decrees, award letters or financial statements certified by a financial institute or an accountant. This community participates on the affordable housing program, and additional income verifications, affidavits, and signed certifications may be requested.

### **Self-Employment Income:**

Must complete the Capstone's Self Employment Verification; provide the previous year's income tax return including Schedule C, and the previous six (6) months of bank statements, personal and business accounts. Applicants whose income are based on commissions or base salary plus commission, tips or bonuses, will require additional verifications.



The Pointe at Ben White operates under the affordable housing program which has maximum income limits.

Number of Tenants	1	2	3	4	5	6	7	8
Initial 60% HTC	\$34,200	\$39,120	\$43,980	\$48,840	\$52,800	\$56,700	\$60,600	\$64,500
Recertification Limit HTC (140% of 60%)	\$47,880	\$54,768	\$61,572	\$68,376	\$73,920	\$79,380	\$84,840	\$90,300

**Section 8:**

We welcome all applicants receiving subsidy under the Section 8 program. Persons participating in these programs must meet all the requirements presented on this Tenant Selection Criteria, with the exception of the income. Applicant’s current income verification must meet two (2) times their portion of the rent. If the program pays 100% of the applicant’s rent, then applicant must certify that they have the financial resources to meet the daily living expenses. The property will require verification regarding income and number of household members.

**Full Time Student Status:**

Unless one of the exceptions to the student rule is met by the household, full time students are excluded from participating in the affordable housing program. A full time student is defined as an individual who during each of five (5) calendar months for the current year; it’s attending an educational institution pursuing a full time course. The following are the exceptions to the student rule:

- 1) At least one student is receiving assistance under TANF or AFDC, 2) At least one student was previously under foster care, 3) The student is participating in a program receiving assistance under the Job Training Partnership Act (JTPA), 4) The student is a single parent with children, and this parent is not a dependent of another individual and the children are not dependent(s) of someone other than a parent, 5) The student is married and file a joint tax return, 6) The household contains at least one occupant who is not a student, and has not been a student, and will not be during the current and/or upcoming calendar year.

**Rental History:**

Six (6) months to one (1) year is the minimum requirement for verifiable rental history. Also, the following events will constitute grounds for denial for application: An eviction or a foreclosure, rental debt collection for less than five (5) and more than one (1) rental collection is an automatic rejection. Certain rental debt on collection status may qualify for a second chance under our leasing program; this is contingent upon satisfactory verification of current rental history, and length at current and previous residences. Satisfactory rental history is subject to the following: No more than one late payment or NSF in a 6-month period, lease term fulfilled, no lease violations, no evictions, residence left in satisfactory conditions, proper notice to vacate was given, no rental debt to any apartment community.

**Credit Background:**

Credit score must be 500 or above. No credit will be treated as good credit. No bankruptcy in the last seven (7) years. No foreclosures in the last seven (7) years, no legal or civil judgements in the last three (3) years, no landlord debt in the last ten (10) years, unless proof of paid debt in full is provided, no debt to utility company providers in the last ten (10) years, unless proof of paid debt in full is provided.

**Criminal Background:**

A criminal background search will be conducted for each applicant over the age of 18 years. It is our policy not to lease to applicants with felony convictions, felony deferred adjudications, and certain misdemeanors concerning violence and drug related charges. If the criminal background search and the information provided by you reveals past criminal convictions, which



are a violation of our policy, your application may be denied. Certain approval may be allowed according to the property's look-back policy. You may request a copy of this policy.

This requirement is not a guarantee or representation that residents or occupants currently residing in our community have not been convicted of a felony or subject to deferred adjudication for a felony, certain misdemeanor or sex offenses requiring registration under applicable law. Our ability to verify this information is limited to information made available to us by the resident credit-reporting services used.

**Foreign Nationals:**

These applicants will be required to complete a Supplemental Rental Application for Non-US Citizens. Foreign nationals living and working in the United States must provide either a valid social security number or a valid passport. Income will be verified with letter of intent, work visa, work petition, or verification of funds in a United States financial institution. If income cannot be verified, the entire lease contract rent amount must be paid in full in US dollars. The lack of a valid social security number and credit history may require an additional deposit.

**Pets:**

A maximum of two (pets) per apartment are permitted with a deposit of \$300.00 for the first pet and \$200.00 deposit for the second pet. Pet deposit it's also required for visiting pets. Dogs of a dominant breed and excess weight of 45 pounds at maturity, are not accepted, and dogs must be at least one years old. Dogs over five years of age may qualify up to 75 pounds with good prior rental history. The following breeds or partial breeds are not permitted: Rottweiler, Pit Bulls, Akita, Doberman, Chow, German Shephard, and Australian Shephard. Exotic animals, barnyard animals and reptiles are not accepted. Additional restrictions may apply. Deposits are fully refundable and dependent on the condition of the dwelling upon moving out. All animals must be photographed by management prior to approval.

**Service Animals:**

Support and/or service animals are not considered pets, and are allowed to reasonably accommodate a handicapped lease holder or occupant. Further verification from a licensed physician will be obtained to demonstrate the need for a service animal. Specific animal, breed, number, weight restrictions, pet rules, and pet deposits will not apply to households having a qualified service/assistance animal(s).

**Security Deposits/Application Fees:**

A fee of \$21.68 is required for the first applicant in the household. A fee of \$16.18 will be assessed for any additional applicants applying to lease the unit.

Deposit for a 1 bedroom is \$150, for a 2 bedroom is \$200, and for a 3 bedroom is \$300. **Application deposit is Non-Refundable after background/credit approval.**



**Rents: The following rental rates are applicable to this property:**

Rent Limit	60% HTC		
	1	2	3
# of Bedrooms	1	2	3
HUD Max Rent	\$916	\$1,099	\$1,270
Electric UA	\$43	\$51	\$57
Gas UA	\$20	\$21	\$22
Water/Sewer UA	\$38	\$47	\$66
Total UA	\$101	\$119	\$145
Allowable Tenant Rent	\$815	\$980	\$1,125

**Application Process:**

Rental Applications for this community may be obtained at the Leasing Office, or requested via email or fax. All questions and section on the application must be answered, if some of the questions do not apply to you, please indicate with N/A or NONE. All other sections need to be completed as directed. **Note:** No applicant will be considered for occupancy until a completed application has been turned in to the leasing office. There is also a waiting list at this community, and a security deposit will be required in order to have your information on record for future consideration. This deposit is fully refundable upon determining through the screening process that the application has been declined, or if the applicant decides not to longer be on the waiting list.

**Wait List and Transfer Policy:**

Applicants will be placed on the waiting list once the manger has received the security deposit for the appropriate unit size. If the applicant is denied during the application process or decides to no longer be on the waitlist, the deposit is fully refundable. Applicant will be placed on the waitlist in the order in which they are received.

All existing residents are eligible to request to be placed on the waitlist for another unit, and they will be placed on the waiting list at the time of their request.

Persons covered under the Violence against Women Reauthorization Act of 2013, or those requiring transfers due to medically supported reason or an accessibility issue will be placed at top of the waiting list, and receive a priority of the general positions on the waiting list. Residents requiring transfers due to a verifiable disability will not be charged transfer fees. The transfer of utilities will be the resident's responsibility.

The leasing office will keep a log of all denied applicants that completed the application process, and will also maintain a file of all rejected applications. Provided that all of the needed information was gathered during the application process, the log will provide basic household information such as: demographic and rental assistance information, reason for which the application was denied, date when the decision was made, and date when the notification was mailed or hand delivered to the applicant.

The waiting list will remain open until an announcement stating otherwise is posted at the leasing office. Should the applicant pool exceed the number of applicants that may be housed within a year's time period; management may opt to close the waiting list for a specific period of time. The date and time of closure must be stated within the closure notification, and should be posted at the leasing office. Management will also announce the re-opening of the waiting list and will also post at the leasing office.

Residents who wish to move to another apartment must request a transfer in writing and be signed by the head of household/co-head. A transfer fee of (\$75) and a security deposit for the new apartment must be paid at the time the request for transfer is accepted by management in order to hold a new apartment. In order to be approved for a transfer, all balances must be paid in full for your current apartment, and any damages that are noted during our inspection prior to your transfer are



required to be paid in full. Additionally, you must be approved under all other requirements of this Resident Qualifying Criteria. In situations that a transfer is required as a reasonable accommodation, VAWA, or at management request, there will be no transfer fee required.

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

For HTC Developments that are 100 percent low-income, a household may transfer to any Unit within the same project, as defined as a multiple building project on Part II, question 8b of the IRS form 8609 and the 8609 schedule.

If the Owner elected to treat each building as a separate project, as defined on Part II, question 8b of the 8609 form, households must be certified as low-income prior to moving to another building in the Development.

For HTC Developments that are Mixed Income with Market Units, a household may transfer to another building in the same project, as defined as a multiple building project on Part II of the IRS form 8609 if the household was within 140% of the applicable income limit at the time of the last annual income recertification.

For BOND, HTF, HOME, and NSP Developments, households may transfer to any Unit within the Development. A certification is not required at the time of transfer. If the Development is layered with Housing Tax Credits, the guidelines for the HTC transfer process will be applied.

**Rejected Applications:**

Capstone will provide a written notification within seven (7) business days to all persons who completed the application process, and resulted as denied or ineligible to participate in the program. This notification will include the specific reason for the denial, and will reference the terms and conditions of this Tenant Selection Criteria on which the denial is based upon. Rejection letters will also include contact information for any third parties that provided information, and participated in the screening process.

Non-renewal or termination notices will outline the reasons for termination of the lease contract, allowed under applicable program rules. Also, if the development is subject to the requirements established by the Violence against Women Act (VAWA), the specifics will be included on the notifications. A person with a disability may request a reasonable accommodation in relation to such notice.

**Fair Housing and Section 504:**

This community is financed by an affordable program administered by the Texas Department of Housing and Community Affairs (TDHCA). We strive to ensure equal opportunity housing for all those who qualify for this program.

We established the following procedures to help identify, and eliminate situations that create a barrier for those seeking equal opportunity housing. In accordance to the Fair Housing Act of 1968 and its amendments of 1988, and Section 504 of the Rehabilitation Act of 1973, this community will make reasonable accommodations for individuals with disabilities (current residents and new applicants included). These accommodations include, but are not limited to: alterations in the processes in which we administer policies, procedures, and services to those working, applying or currently living at this complex. Furthermore, this property confirms it will make structural modifications to the housing and non-housing areas of this property (common areas, and leasing facilities, etc.) to ensure full access to those persons with limitations due to their handicap or disability.

We will perform such accommodations in situations applicable by the 504 regulations and as per the restrictions to those regulations. Requests for reasonable accommodations/modifications can be made in writing or by phone to the management office. If medical verification is required, management will provide the necessary forms. Also, management will respond to any



reasonable accommodation/modification request within seven (7) business days. For structural modifications, property will evaluate work to be performed and obtain bids. Ownership approval will be required as needed.

The Development will comply with state and federal fair housing and antidiscrimination laws; including, but not limited to, consideration of reasonable accommodations requested to complete the application process. Chapter 1, Subchapter B of this title provides more detail about reasonable accommodations.

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

As per the recent requirements as issued by the Department of Housing and Urban Development, all applications, Tenant Consent and Release documents, Resident Selection Plans, Leases, House Rules, etc. are available in other languages and/or will be translated for those persons who request this accommodation.

**Violence against Woman Act (VAWA):**

This community follows the guidelines outlined in the VAWA. The Law offers the following protections against eviction or denial of housing based on domestic violence, dating violence or stalking:

- A. In accordance with the Violence Against Women Reauthorization Act of 2013, if the applicant otherwise qualifies for rental assistance or admission, the applicant's status as the victim of domestic violence, dating violence, sexual assault, or stalking does not constitute the basis for rejection of rental application, If the applicant otherwise qualifies for assistance or admission.
  - B. Under the "good cause" policy, an incident or incidents of threatened domestic violence, dating violence or stalking will not be construed as violations of the lease contract; and will not constitute grounds for terminating assistance, tenancy or occupancy rights of a victim of abuse.
  - C. Criminal Activity directly related to domestic violence, dating violence or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights of the victim of the criminal acts.
  - D. Assistance may be terminated or a lease "bifurcated" in order to remove an offending household member form the home. Whether or not the individual is a signatory to the lease, and lawful tenant. If he/she engages in a criminal act of physical violence against family members or others, he/she stands to be evicted, removed, or have his/her occupancy rights terminated. This action is taken while allowing the victim who is a tenant or a lawful occupant, to remain in the dwelling.
  - E. The provisions protecting victims of domestic violence, dating violence or stalking who are engaged in by a member of the household, may not be construed to limit management staff from honoring various court orders issued to either protect the victim or address the distribution of property in case a family breaks up.
  - F. The authority to evict or terminate assistance is not limited with respect to a victim that commits unrelated criminal activity. Furthermore, if management can show an actual and imminent threat to other tenants, management personal, and other service providers; evicting a victim is an option. Management reserves the right to consistently apply the same rules and requirements to all the residents at our community.
  - G. The VAWA protections shall not supersede any provision of federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, or stalking.
- Capstone Real Estate Service, Inc. will respond to any VAWA requests within five (5) business days.



I ACKNOWLEDGE THAT I HAD AN OPPORTUNITY TO REVIEW THE PROPERTY'S QUALIFYING CRITERIA, WHICH INCLUDES REASONS WHY MY APPLICATION MAY BE DENIED, SUCH AS CRIMINAL HISTORY, CREDIT HISTORY, CURRENT INCOME, AND RENTAL HISTORY. I UNDERSTAND THAT IF I DO NOT MEET THE PROPERTY'S RENTAL QUALIFYING OR SELECTION CRITERIA, OR IF I FAIL TO ANSWER ANY QUESTION, OR IF I PROVIDE FALSE OR MISLEADING INFORMATION, THE PROPERTY MAY REJECT MY APPLICATION, RETAIN ALL APPLICATION FEES, ADMINISTRATIVE FEES AND DEPOSITS AS LIQUIDATED DAMAGES FOR ITS TIME AND EXPENSE, AND MAY TERMINATE MY RIGHT OF OCCUPANCY IF I HAVE ALREADY TAKEN POSSESSION OF A RENTAL UNIT AT THE PROPERTY.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



**Pointe at Ben White**

**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,**

**Section 811 Project Rental Assistance Program, 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.

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

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

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





### **Protections for Applicants**

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

### **Protections for Tenants**

If you are receiving assistance under **the covered program**, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been 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.

### **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 <https://www.tdhca.state.tx.us/complaint.htm> or 800-525-0657 or 817-978-5600 the HUD Fort Worth regional office, (800) -669-9777, (TTY 817-978-5595).

#### **For Additional Information**

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

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



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

For questions regarding VAWA, 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:

[http://tcfv.org/service-directory/?wpbdp\\_view=all\\_listings](http://tcfv.org/service-directory/?wpbdp_view=all_listings).

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: <http://taasa.org/crisis-center-locator/>.

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

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

Legal Resources

### **TexasLawHelp.org**

[www.texaslawhelp.org](http://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.

