

FOUNDATION COMMUNITIES WRITTEN POLICIES AND PROCEDURES

**Acknowledgement of Receipt Form**



Property Name\* / Nombre de la propiedad\*: Garden Terrace

TDHCA File # / N.º de expediente de TDHCA: 531105 / 13160016501

Household Name / Nombre del grupo familiar:

Unit Number / Número de unidad

\* As listed in TDHCA's Compliance Monitoring Tracking System ("CMTS"). / Según se detalla en el Sistema de Seguimiento de Control de Cumplimiento del TDHCA ("CMTS", por sus siglas en inglés).

I/we acknowledge that I/we have received the *Written Policies and Procedures* as of the date this document is signed below. / Acuso/acusamos recibo de la *Políticas y Procedimientos Escritos* a la fecha de firma de este documento. **The documents are Effective 07/15/2020 and include:**

- Reasonable Accommodation Policy
- Denied Application Policy
- Privacy Policy
- Wait List Policy
- Pet Policy/Breed Restrictions
- No Smoking Policy
- Parking Policy
- Recertification Policy
- Unit Transfer Policy
- Non-Renewal / Termination Policy
- Grievance Policy
- Community Policies
- VAWA Notice of Occupancy Rights

Signature / Firma

Date / Fecha

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## **GARDEN TERRACE**

### **WRITTEN POLICIES AND PROCEDURES**

*Effective 07/15/2020*

**Reasonable Accommodation/504 Policy**

**Denied Application Policy**

**Privacy Policy**

**Waitlist Policy**

**Pet Policy**

**No Smoking Policy**

**Recertification Policy**

**Unit Transfer Policy**

**Non-Renewal / Termination Policy**

**Grievance Policy**

**Community Policies**

**Notice of Occupancy Rights Under the  
Violence Against Women Act (VAWA)**

**REASONABLE ACCOMMODATION/504 POLICY:** FOUNDATION COMMUNITIES, Inc. and the City of Austin/Austin Housing Finance Corporation do not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs and activities. Dolores Gonzalez has been designated as the City's Section 504/ADA Coordinator. If you have any questions or complaints regarding your Section 504/ADA rights, please call her at 512-974-3256 (voice) or call 711. FOUNDATION COMMUNITIES and the City of Austin/Austin Housing Finance Corporation are committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended.

It is our policy, pursuant to Section 504 of the Rehabilitation Act and the Federal Fair Housing Act, to provide reasonable accommodations and modifications upon requests to all applicants, residents and employees with disabilities. A Reasonable Modification is a structural change made to the premises while a Reasonable Accommodation is a change, exception, or adjustment to a rule, policy, practice or service.

A person with a disability may verbally request a reasonable accommodation at any time during the application process. This request may be made by the applicant, a family member, or someone acting on behalf of the applicant – even if the words “reasonable accommodation or modification” are not used.

Management is obligated to offer qualified applicants with disabilities additional consideration in the application of rules, practices or services and structural alterations to the residential units if it will enable an otherwise eligible applicant or resident with an equal opportunity to access and enjoy the housing program.

Requests for Reasonable Accommodations of any selection criteria directly related to protections under Violence Against Women Act (VAWA) will require proper documentation within 14 calendar days to support the request. Any information provided will remain confidential except to the extent that the disclosure is required by applicable law. A tenant should know that owners have a right to deny a request in certain situations or request further information.

- 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, is a structurally impracticable alteration, requires the removal of a load bearing wall or if it requires management to alter or change a basic component of the housing program, or the property was awarded tax credits before 2001.
- A provider is entitled to obtain information that is necessary to evaluate if a requested reasonable accommodation or modification may be necessary because of a disability. If a person's disability is obvious, or otherwise known to the provider, and if the need for the requested accommodation or modification is also readily apparent or known, then the provider may not request any additional information about the requester's disability or the disability-related need for the accommodation.
- If the requester's disability is known or readily apparent to the provider, but the need for the accommodation or modification is not readily apparent or known, the provider may request only information that is necessary to evaluate the disability-related need for the accommodation.
- A housing provider may request reliable disability-related information that (1) is necessary to verify that the person meets the Act's definition of disability (has a physical or mental impairment that substantially limits one or more major life activities), (2) describes the needed accommodation, and (3) shows the relationship between the person's disability and the need for the requested accommodation.
- Information verifying that the person meets the Act's definition of disability can usually be provided by a doctor or other medical professional, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability. In most cases, an individual's medical records or detailed information about the nature of a person's disability is not necessary for this inquiry.

Although a reasonable accommodation request can be made orally or in writing, it is usually helpful for both the applicant/resident and management if the request is made in writing. This will help prevent misunderstandings regarding what is being requested, or whether the request was made. To facilitate the processing and consideration of the request, residents or prospective residents may wish to complete a Reasonable Accommodation/Modification Request form for tracking purposes (available in the Leasing Office by request). However, management must give appropriate consideration to reasonable accommodation requests even if the requester makes the request orally or does not use the provider's preferred forms.

All requests for reasonable accommodations or modifications will be processed and responded to within 7-14 calendar days. If management is unable to provide a requested accommodation or modification, management will discuss with the requester whether there is an alternative accommodation or modification that would effectively address the requester's

disability-related needs without a fundamental alteration to the provider's operations or without imposing an undue financial or administrative burden. If an alternative accommodation would effectively meet the requester's disability-related needs and is reasonable, management must grant it.

For persons that do not speak English as their primary language and for those who have a limited ability to speak, write or understand English; Management will make reasonable efforts to provide language assistance to ensure meaningful access to the information and services we provide. This may include interpreter services and or written materials translated. For a sign language interpreter, please call the Leasing Office or 711 to make the request at least 4-5 days in advance.

*Si alguna persona con alguna discapacidad necesita ayuda, o alguna persona tiene dificultad entendiendo Ingles, será un placer ayudarles en nuestra oficina. Nuestra oficina está localizada en el 1015 W. William Cannon, Austin, TX 78745. Nuestro horario laboral es de lunes a viernes desde las 9:00 am hasta las 5:00 pm.*

*Para las personas que no hablan el inglés como su lengua principal y para aquellos que tienen una capacidad limitada para hablar, escribir o entender el inglés; La dirección hará esfuerzos razonables para proporcionar ayuda lingüística para asegurar que todos tengan acceso significativo a la información y a los servicios que proporcionamos. Esta ayuda puede incluir servicios de intérpretes o materiales escritos traducidos.*

If you have any questions or complaints regarding your Section 504/ADA rights, please call Please call FOUNDATION COMMUNITIES' at (512) 447-2026 (voice) or call 711 for assistance.

**DENIED APPLICATION POLICY:** Applicants will be notified either in person or by U.S. mail, email and/or telephone of a denial and/or rejection of their application within seven (7) business days of the receipt of the completed rental application. The denial will state the specific reason for the denial and the criteria on which it is based. We will also include the name and contact information of the third party that provided the information on which the rejection was based. The required Notice of Occupancy Rights under the Violence Against Women Act will be included in all denials.

Any applicant that is denied for having income that is higher than property income limits, must wait one (1) year before re-applying. (No time constraints apply to any other denied applications.) Foundation Communities properties do not offer an appeals process for denied applications.

**PRIVACY POLICY:** We are dedicated to protecting the privacy of your personal information, including your Social Security or other governmental identification numbers. We have adopted a Privacy Policy to help insure that your information is kept secure. We follow all federal and state laws regarding the protection of your personal information.

You will be furnishing some of your personal information (such as your Social Security or other governmental identification numbers) at the time you apply to rent from us. This information will be on the rental application form and/or other documents that you provide to us or to an apartment locator service, either on paper or electronically.

We may use this information in the process of verifying statements made on your rental application, such as your rental, credit and employment history. We may use the information when reviewing any lease renewal. We may also use it to assist us in obtaining payment from you for any money you may owe us in the future.

In our company, only authorized persons have access to your Social Security or other governmental identification number. We keep all documents containing this information in a secure area, accessible only by authorized persons. We limit access to electronic versions of the information to authorized persons only.

After we no longer need your Social Security or other governmental identification numbers, we will store or destroy the information in a manner that ensures that no unauthorized person will have access to it. Our disposal method may include physical destruction or obliteration of paper documents or electronic files containing such information.

If you found us through a locator service, please be aware that locator services are independent contractors and are not our employees, even though they may initially process rental applications and fill out lease forms. You should require any locator services you use to furnish you with their Privacy Policies, as well.

**WAITLIST POLICY:** The waitlist shall not exceed 60 participants. The income limits are shown in the Tenant Selection Criteria. Applicants and/or residents are placed in chronological order on the waitlist with consideration to accessibility features requested, if any.

If there is space available, the waitlist for the property will open on the first Wednesday of each month. Information about the waitlist opening can be found on the property pages of our website starting on the 25<sup>th</sup> of each month:



<https://foundcom.org/housing/our-austin-communities/>

This property hosts the HUD Section 811 Program through the Texas Department of Housing and Community Affairs (TDHCA), and these applicants take priority over the waitlist.

Applicants to the waitlist must call the property starting at the designated time on waitlist opening day. No walk-ins will be accepted. Case managers or family members may also put an applicant on the waitlist, but they may only provide information for one applicant per call.

The following information will need to be provided to be added to an OPEN waitlist:

- Name of the head of household and family size
- Contact Information - phone number, email or other preferred contact method
- Estimated anticipated annual income
- Need for an accessible unit or eligible preference

This property cannot promise a possible length of waiting time as turn-over cannot be predicted. Disability status is **only** required if the applicant is requesting an accessible unit or reasonable accommodation; no specific medical information or documentation is required when being added to the waitlist.

It is our policy that preference will be given, under certain circumstances and with non-accessible units, to existing/current residents over any applicant on our waitlist for the following reasons:

- Residents requiring an accessible unit, or
- Residents requesting a reasonable accommodation, or
- Resident protected under VAWA, or
- Emergency situations arise such as fire or flood and unit has been determined to be uninhabitable by management.

In accordance with 24 CFR 8.27 titled Occupancy of Accessible Dwelling Units and Chapter 1, Subchapter B of the Texas Administrative Code, if an accessible unit becomes available, we will first offer the unit to a current resident, having a disability requiring the accessibility features of the vacant unit and occupying a unit not having such features, and secondly we will offer the unit to an eligible qualified applicant on the waitlist having a disability requiring the accessibility features of the vacant unit. Otherwise, the selection process will be based on a first come, first served basis.

Current residents wishing to transfer from one unit to another within the community or who wish to apply for a lower rent restricted unit may be placed on the waitlist, as long as it is OPEN. Priority will be given to existing households requesting a unit transfer or designation change and current residents who are participating in a FOUNDATION COMMUNITIES' Special Programs over prospective applicants on the waitlist.

When Management has been notified of a planned or actual vacancy applicants are selected from the waitlist in the date order the name was added using the maximum income limits and household size as guidelines along with any priorities/preferences, disability/accessibility requirements and reasonable accommodations, if any.

Staff will contact a sufficient number of applicants to fill the vacancy by phone, email, or U.S. mail if that information is given. Management will also call or email a case manager or other contacts listed in order to ensure the applicant is aware of the vacancy and their opportunity to apply for residency. It is the prospect's responsibility to update contact information as it changes. Documentation of the attempted contacts will be noted.

Once an applicant is notified of a vacancy, an appointment will be set to complete the leasing application. The required Application Fee must be submitted along with proof of current income. The Application fee is non-refundable and will be applied to the credit and initial criminal background screening to determine eligibility.

Applicants who have been contacted and fail to respond to a notification of a vacancy within 48 hours, or who have turned down an offer for a unit twice, or who fail to meet the requirements as outlined in the Tenant Selection Criteria, will be eliminated from the waitlist. Applicants may also be dropped from the waitlist if they fail to appear at a scheduled appointment time or they cancel more than one (1) appointment. Any participant who has been removed from the waitlist and wishes to be put back on will be placed at the bottom, provided the waitlist is OPEN.

Any applicant who displays abusive, harassing or threatening behavior during the waitlist or application process will become ineligible to be placed or remain on the waitlist and/or apply for residency at any Foundation Communities property

for a period of one year from the time of ineligibility. This removal and/or prohibition will be made effective with the approval of the District Manager.

If the waitlist is CLOSED (due to having the maximum participants) no additional names will be added to the waitlist until there is an opening. Openings will be created either by elimination from the waitlist or through the fulfillment of vacancies.

**Here are a few things you need to know about applying for a unit:**

- Once a unit has given us a notice to vacate, management will contact up to the first 5 names from the waitlist in chronological order. The selection process will be based on first come, first serve.
- At the time of application, you must bring the following:
  - \$25 non-refundable Application Fee (Money Order or Cashier's Check)
  - Income Verifications which may include: Most recent two (2) months of consecutive paycheck stubs, Tax Return/Bookkeeping Records with supporting documentation (if self-employed), Social Security Award Letter, VA Benefits, etc.
  - Asset Verification which may include: 6 months of checking account statements, most recent statements for any savings account or pre-paid debit cards, current statements for any investment accounts including a 401K, IRA, Money Market, etc.
- It is your responsibility to notify our office of any changes or updates to your contact information, household income, and desired move in date.
- Applicants failing to respond to Management's notification within 48 hours will be eliminated from the waitlist and Management will move on to the next applicant.

**PET POLICY:** This property is a No Pet Community with the exception of a Qualified Service/Assistance animal.

- You may not have any animal without management's prior approval in writing.
- Specific animal, breed, number, weight restrictions, pet rules and pet deposits will not apply to an applicant/resident who qualifies for a service/assistance animal(s).

**NO-SMOKING POLICY:** All FOUNDATION COMMUNITIES properties strive to provide a Smoke Free Living Environment. Residents as well as all guests shall be expected to follow our no-smoking policy. The term "smoking" means inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, other tobacco product or similar lighted product in any manner or in any form. Please refer to the no-smoking portion of your lease or lease addendum. Please dispose of cigarette butts appropriately; they are not to be thrown on the ground.

Smoking is not allowed in the following areas:

- Inside the units, or in the building where a dwelling is located or within 30 feet
- Inside in all common areas such as hallways, stairwells, porches, playgrounds, laundry rooms, leasing office and community rooms
- Outside within 30 feet of windows, doors, and air intake units
- Outside on porches, patios, stair wells and yards adjacent to the units
- Outside in common areas such as sports court, pavilion, and playgrounds

There are specific areas within the community designated as "Smoking Areas". These areas are identified with the appropriate signage. Violating this community policy is a violation of your Lease Contract.

**PARKING POLICY:** Your Lease allows Property Management to regulate the manner and time of all parking. General parking and vehicle policies are:

- Each resident is allocated one parking space.
- No motor homes, campers, boats, trailers and other recreational vehicles may be parked in our community. Inoperable vehicles will be towed at the Resident's or visitor's expense.
- "Inoperable vehicles" include any vehicle with flat tires or severe damage. To avoid being towed, you must correct the problem or remove the vehicle from the community.
- Residents may change a flat tire while the vehicle is parked at our community. However, all other repairs and maintenance are prohibited to prevent damage to the parking areas and driveways.

- Vehicles which are parked illegally, such as in the yard, a fire lane, on the grass or sidewalk or blocking a trash dumpster may be towed without notice 24 hours a day.
- Motorcycles and other motor vehicles may not be parked on sidewalks around Garden Terrace. Bicycles may not be parked in the hallway or in common areas.
- Vehicles parked in fire lanes and handicapped parking spaces are subject to towing and tickets.

**RECERTIFICATION POLICY:** This property was built in three phases and each phase has different funding, which means the recertification process for each phase is different. All households in all phases have completed the initial qualification process for federally funded programs.

**Phase I** (Units 101, 201-817) is funded using federal HOME funds which require full income recertifications every 6<sup>th</sup> year from the date of the Land Use Restriction Agreement (LURA) for all tenants who occupy units with HOME funds. During the 6<sup>th</sup> year recertification, residents in a HOME unit will be required within 120 days of their move-in anniversary date to complete an annual income recertification. As a result of recertification, the income designation (30% or 50%) under which the tenant originally occupied the unit will not change and rent will remain restricted at the designation initially determined, unless the household's income has exceeded 80% Area Median Income (AMI) limit, at the time of recertification.

During the intervening years, all residents will be required within 120 days of their move-in anniversary date to complete and sign an Income Certification form to self-report their current income and assets which includes collecting household data, but does not include a full verification process.

**Phase II** (Units 001-010, 102-106) is funded using Housing Trust Fund Program (HTF) along with funding from Federal Home Loan Bank (FHLB) which require full income recertifications every year.

**Phase III** (Units 901-920) is funded using federal HOME and Tax Credit Assistance Program – Replacement Funds (TCAP-RF) funds along with funding from FHLB which require full income recertifications every year.

If any household's income exceeds the 80% limit, tenant will be required to complete a full income verification and rent may be adjusted to 30% of the tenant's Adjusted Gross Income (AGI) or the Fair Market Rent (FMR) whichever is less.

All 811 residents will be required within 120 days of their move-in anniversary date to complete an annual income recertification with full documentation and verification of income. As a result of recertification, the income designation under which the tenant originally occupied the unit may change, which could result in a change in rent amounts. At any time prior to the annual recertification, any change that affects the resident's income by \$200 requires an interim recertification with verification per HUD rules.

**UNIT TRANSFER POLICY:** If a current household requests to transfer to a different unit due to one of the following reasons, the transfer will be made without obligation to meet income requirements, regardless of your lease status and will not be subject to a 60 day written notice, additional deposit, a unit inspection or transfer fee. If a unit is not currently available at the time of the request, the household will go to the top of the Waitlist behind any other current residents who have made a transfer request based on these situations:

- Residents requiring an accessible unit, or
- Residents requesting a reasonable accommodation, or
- Resident protected under VAWA, or
- Emergency situations such as fire or flood and unit has been determined to be uninhabitable by management

Current residents who request to transfer from one unit to another unit within the community for a reason other than for a Reasonable Accommodation, are subject to the following rules per program guidelines:

- **PHASE I:** Households may transfer to any unit *within* PHASE I without requiring a certification at the time of transfer. The move in date remains the date the household was first designated under the program. The recertification is due on the anniversary date the household originally moved in.
- Households who wish to transfer from PHASE II or III *into* PHASE I may do so in a Private Pay unit ONLY, if available, and must apply as a new household and meet current low income guidelines at the time of transfer. Their move in date changes to the date they transfer to the new unit. Recertification is due on the anniversary date of their new transfer date. **MAY NOT TRANSFER INTO A HUD UNIT.**

- **PHASE II:** Households may not transfer from PHASE I or PHASE III into PHASE II *due to all households in PHASE II are required to be homeless.*
- **PHASE III:** Households may transfer from PHASE I OR II into PHASE III as long as we are meeting our 10 homeless unit requirement for FHLB in PHASE III. The household must apply as a new household and meet current low income guidelines at the time of transfer. Their move in date changes to the date they transfer to the new unit. Recertification is due on the anniversary date of their new transfer date.

Transfers not based on a Reasonable Accommodation, VAWA or emergency situation need to meet the following requirements:

- Current Lease Contracts must be expired prior to transferring.
- A new Security Deposit is required to hold a new apartment. All Security Deposits will be subject to the rules outlined in the TAA Lease Paragraphs 40 and 41.1.
- A refund of your Security Deposit on the previous unit (less lawful deductions) will be mailed within 30 days after vacating.
- A walk-through of your current apartment will be conducted by Property Management. Residents with evidence of an infestation will not be approved for transfer. Property Manager must approve all transfers.
- No lease violations in the previous 12 months. Previous violations will be evaluated by Management.
- No more than 2 late payments or NSF payments in the past 12 months.
- If a unit is not available at the time of the request, the household will be placed on the Waitlist. Preference is given to current residents over prospective applicants on the Wait List.
- Households not in good standing will not be eligible for a transfer and will be removed from the Waitlist.

**NON-RENEWAL / TERMINATION POLICY:** This property may not terminate tenancy or refuse to renew the lease of a Resident except for:

- Serious or repeated violations of the terms and conditions of the lease;
- Violation of applicable Federal, State, or local law;
- Completion of tenancy period for transitional housing; or
- Other good cause

Prior to serving a 30 (thirty) day notice to terminate or refusal to renew the tenancy on the resident, The manager must provide the resident with at least a 10 (ten) day opportunity to cure any alleged lease violation with the exception of lease violations based on drug activity; serious, violent criminal activity; or other serious criminal activity.

We must serve written notice upon the resident specifying the grounds for the termination or non-renewal at least 30 (thirty) days before the effective date of the termination or nonrenewal. The notice to terminate or non-renewal must be served on the resident by either: (1) hand delivery to the resident, (2) posting the notice on the inside of the apartment's main entry door, or (3) through U.S. mail (first class, certified or registered delivery).

If the Tenant does not vacate the premises by the effective date of the termination as set forth in the notice of lease termination, the manager shall give resident a 3 (three) day written Notice of Holdover requesting the resident to vacate the premises and, if the resident has not vacated the premises by the end of the third day, the manager will then proceed to obtain possession of the apartment through the eviction process.

You may have certain protections under the Violence Against Women Act (VAWA). If you are a victim of domestic violence, sexual assault, dating violence or stalking, you as well as members of your family, may have protection, from being denied housing or from losing housing as a consequence of domestic violence, sexual assault, dating violence or stalking. The required Notice of Occupancy Rights under the Violence Against Women Act will be included in all lease terminations or non-renewals. Further information regarding VAWA can be found at: <http://www.justice.gov/ovw>

Individuals with a disability have a right to request a reasonable accommodation under the Fair Housing Act in response to a Notice to Cure, Notice to Vacate, Non-Renewal or Termination Notice either verbally in person, in writing, via email, or by phoning the Management Office at the number at the bottom of this document.

**GRIEVANCE POLICY:** FOUNDATION COMMUNITIES (FC) strives to provide high quality customer service and ensure equitable and fair treatment to all residents. There are a number of ways you can provide feedback on how we are doing.



For general feedback, please complete the survey provided at your community's annual event. For specific concerns:

1. First try to resolve issues on-site with the staff person most closely related to your concerns.
2. You can also submit concerns on our website at [www.foundcom.org/contact-us/](http://www.foundcom.org/contact-us/)
3. If you would like to speak to a supervisor, call our administrative office at (512) 447-2026 for contact information.
4. File a formal grievance via the process outlined below. This option will result in a written response.
5. Grievance Form is at the end of this document.

A formal grievance may be filed if you feel that you have been treated unfairly and/or that a policy is being applied incorrectly in a way that negatively affects you specifically. Before filing a formal grievance, you must attempt to resolve the issue on-site with the staff person most directly related to your grievance. All grievances must move through the supervisory chain as directed by this policy before being evaluated by FC directors. The grievance process is intended to address issues that exist with FC staff or policies, not resident-to-resident issues.

The grievance process cannot be anonymous. Anyone filing a grievance must sign his/her name to the grievance and be available to discuss the issue. Information disclosed should not be considered confidential. Information contained in the grievance will not be shared with other residents; however, it will be shared with relevant property staff and supervisors in order to resolve the grievance. All grievances should be turned in within thirty (30) days of the incident. If you need assistance in completing the form, you may contact any staff person with whom you feel comfortable. Any resident participating in the grievance process is expressly protected from retaliation.

#### Steps for filing a formal grievance

1. Address your grievance to the staff person with whom your issue is associated by requesting a meeting to discuss the problem. You may request that another on-site staff person be present for the meeting to serve as a witness.  
\*Complaints against maintenance staff or desk clerks should be directed to the property manager.
2. If you do not feel that your grievance was adequately addressed during your meeting with on-site staff, you will be provided with a grievance form. Fill it out in as much detail as possible and submit it to either the property manager or the supportive services staff at your community. The form will be forwarded on to the direct supervisor of that staff person. You will receive a copy of your grievance form as well.
3. The direct supervisor will review the form and investigate the issue to the extent that he/she feels necessary. The direct supervisor will record his/her conclusion on the grievance form, sign and date the form and return it to the on-site staff within 10 days of receiving the grievance.
4. On-site staff will inform you of the decision made by the supervisor and provide a copy of the completed form to you.
5. If you are still unsatisfied with the conclusion of the supervisor, you have the right to contact the supervisor directly. That contact information will be provided by on-site staff.
6. Grievances will move up the chain of command in this manner until a resolution is reached. Chain of command:  
On-site staff > Director of Supportive Services/District Manager > Director of Supportive Housing Management > Deputy Director

# COMMUNITY POLICIES

*Effective 8-1-19*

**Garden Terrace is committed to a culture of respect, acceptance and inclusion. We strive to maintain a caring and responsive environment free of discrimination, violence, and bullying. We accept and embrace all people regardless of race, ethnicity, national origin, sex, sexual orientation, gender identity, religious preference, disability, and veteran status. Our staff works to ensure that all residents have the opportunity and support to develop to their fullest potential and share a personal and meaningful bond with people in the community. You are encouraged to report any violations of the Community Policies to Garden Terrace staff.**

## **GARDEN TERRACE STAFF**

Property Management (PM) staff includes the Property Manager, Assistant Manager, Front Desk Admin, Lead Maintenance and Assistant Maintenance. PM staff are responsible for handling the daily operations of the property, including but not limited to leasing apartments, collecting rent and addressing maintenance issues.

Resident Services (RS) staff includes the Program Manager and Resident Services Coordinator. RS staff are responsible for providing support services to residents, including but not limited to organizing resident events and activities, making referrals to community resources and case management.

Front Desk Clerk (FDC) staff includes the Front Desk Clerks and Lead Front Desk Clerks. FDC staff are responsible for providing 24 hour on-site customer service to residents, including but not limited to answering questions, placing work orders, observing and reporting unusual activity, and notifying emergency services when necessary.

## **GENERAL POLICIES**

### **ENTRANCE & EXIT**

All residents and visitors must use the designated door to enter and exit the building. All other doors are restricted for emergency use only.

Be prepared to use your key fob each time you enter the building. Please note that the auto-unlock and accessible buttons are for use by vendors and those with mobility issues only and will not be used for regular entry/exit.

### **BUILDING LOCKS AND KEYS/LOCKOUTS**

Key fobs and keys are for residents only and should not be loaned to guests or relatives. A fee of \$15 will be charged to replace a key fob and \$5 to replace a unit or mailbox key.

### **GUESTS AND VISITORS**

Garden Terrace welcomes family, friends and other guests. All guests are subject to both the lease and to these Community Policies. You are responsible for the behavior and actions of your guests. At any time, we may exclude any guests that violate our community policies from the property.

Your guests must be accompanied by you when entering & exiting the building and at all times while in the building. Guests may not be left alone in your apartment when you leave the premises.

Your guests are prohibited from using community areas such as the laundry room, computer lab, community kitchen, TV room or fitness room without you present.

You are allowed 6 overnight stays per month. An overnight stay is anytime a guest(s) stays past midnight until 6am.

### **OPEN FLAMES**

Open flames are strictly prohibited anywhere in the community. The burning of candles, incense, etc. are not to be used in the apartments or in common areas.

### **CONDUCT**

You are to conduct yourself in a reasonable and civil manner at all times.

Fighting, physical attacks, abusive language or loud and obnoxious behavior towards other residents, visitors or employees will not be tolerated. Harassment of other residents, guests or employees will not be tolerated. This includes but is not limited to slurs, rumors, demeaning comments, drawings, pranks, gestures, physical attacks, and threats as well as unwanted advances, communication, or contact that continues after an individual has asked for that behavior to stop.

You may not enter/remain in another resident's apartment without permission of that individual.

No weapons are allowed in any common areas or in staff offices at any time. Weapons include but are not limited to: any kind of gun or firearm, a knife/switchblade, (excluding kitchen knives) or any other device that could be construed as a weapon by law enforcement or staff.

You must be fully clothed and wearing shoes at all times when in common areas.

You are not to have open alcoholic containers in your possession or to consume alcoholic beverages in any common areas on Garden Terrace property.

If you are being excessively disruptive in a common area or at a community event, onsite staff will ask you to leave.

### **NOISE**

Please respect your neighbors and keep noise from televisions, computers, radios, etc. to a low volume or use headphones if possible. Avoid slamming doors, banging on walls, yelling or creating noise that could be disruptive to others.

Please try to address noise issues calmly and respectfully with your neighbor. If you are unable to resolve an issue, please let the front desk staff know about the issue. You can also call 311 to let the police know that you would like to make a noise complaint.

Quiet hours start at 10:30 pm and last until 7:00 am in accordance with the City of Austin Noise Ordinance. During this time we ask that all TV's, radios, and personal devices that could disturb others be kept at a low volume.

## **INDIVIDUAL APARTMENTS**

### **APARTMENT INSPECTIONS**

Property Management may conduct unit inspections per a well-publicized schedule – this includes quarterly inspections and/or a 24-hour notice of inspection. You do not have to be present but you must grant access. If it is evident during inspection that you have failed to keep your apartment clean and/or in good working order, you may receive a lease violation. If issues are not remedied after proper notice, further action may be taken as outlined in the TAA Lease Contract.

### **PEST CONTROL**

We take pest issues very seriously and ask that you report any pest control problems ASAP. Exterminators are generally on-site one day each week. If you are having pest control issues, please call or visit the front desk to be placed on the service list.

Please note: Garden Terrace will cover the cost of the first treatment for an infestation, but you may be held responsible for the cost of severe and/or recurring pest control problems. Failure to report or comply with treatment could result in a lease violation and further action as outlined in the TAA Lease Contract.

### **FIRE EQUIPMENT AND SMOKE DETECTORS**

Do not tamper with smoke detectors or sprinkler heads or use as a hook for storage or hanging items.

### **COOKING IN YOUR APARTMENT**

It is your responsibility to use due care when cooking in your apartment and in the community kitchen. **NEVER** leave food cooking on the stove top or in the oven when you leave your apartment or the community kitchen. You could be held financially responsible for damages due to unsafe cooking.

Please do not tamper with, disable or remove the Stove Top Fire Stop.

## **COMMON AREAS**

### **USE OF COMMON AREAS**

Trash containers located throughout the interior common areas are not to be used for personal trash. You are responsible for disposing of personal trash and recyclable items in the designated trash/recycling areas located outside the building. Trash left in the hallway or outside of your unit for trash pick-up is not permitted.

Please do not discard of furniture or large bulky items in the hallways, trash rooms and/or dumpsters.

The laundry room, computer lab, fitness room, TV room and community kitchen are for resident use only. You are required to adhere to the rules posted in each of these common areas.



## Resident Feedback & Grievance Process

Foundation Communities (FC) strives to provide high quality customer service and ensure equitable and fair treatment to all residents. For specific concerns:

1. First try to resolve issues on-site with the staff person most closely related to your concerns.
2. You can also submit concerns on our website at [www.foundcom.org/contact-us/](http://www.foundcom.org/contact-us/)
3. If you would like to speak to a supervisor, call our administrative office at 512-447-2026 for contact information.
4. File a formal grievance via the process outlined below. This option will result in a written response.

If you feel that you have been treated unfairly and/or that one of our policies is being applied to you incorrectly, you may file a formal grievance. The grievance process is intended to address issues that exist with FC staff or policies, not resident-to-resident issues.

The grievance process cannot be anonymous. Anyone filing a grievance must sign his/her name to the grievance and be available to discuss the issue. Information disclosed should not be considered confidential and will be shared with relevant staff to resolve the grievance. All grievances should be turned in within thirty (30) days of the incident. If you need assistance in completing the form, you may contact any staff person with whom you feel comfortable.

All grievances must move through the following process:

### Step 1

Submit grievance form to  
Michelle Le  
3000 S I-35  
Austin, TX 78704  
Fax 512-447-9025  
[grievances@foundcom.org](mailto:grievances@foundcom.org)  
You will receive receipt  
confirmation.

### Step 2

Grievance reviewed  
by supervisor.  
Written response  
provided to you  
within 10 business  
days.

### Step 3

If you are unsatisfied  
with the resolution, you  
may request a Director  
review. Written  
response provided to  
you within 10 business  
days.

Any resident participating in the grievance process is expressly protected from retaliation.  
I have read and understand my feedback options and the Grievance Process.

---

Name

Date





**A Tenant Rights and Resources Guide**

**For Tenants Living in a TDHCA Monitored Rental Property**

Property Name: GARDEN TERRACE



	Management Company*	Property Owner*
Company Name:	FOUNDATION COMMUNITIES	Garden Terrace Housing Corporation
Contact Name:	Cacki Young	Walter Moreau
Phone Number:	(512) 447-2026	(512) 610-4016
Email Address:	Cacki.Young@foundcom.org	compliancedocs@foundcom.org

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

**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: <https://goo.gl/A3Rm6S>

If you want to know...	Ask for this...
<ul style="list-style-type: none"> <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
What must be included in notices about ending your occupancy: <ul style="list-style-type: none"> <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 style="list-style-type: none"> <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

**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 <https://goo.gl/aHDQ7e>.

**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;
  - Provides your rights to occupy a unit if you participate in the Housing Choice Voucher (“HCV”), HOME Tenant Based Rental Assistance (“TBRA”), or other federal, state, or local rent payment program;
  - 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 Phase I & II	Unit Amenities Phase I & II	Required Services Phase I & II
<p>Although this property is not required to provide the following amenities and/or services for its residents per our LURA with TDHCA, we offer the following common area amenities:</p> <ul style="list-style-type: none"> <li>• Free Wireless Internet</li> <li>• Community Laundry room</li> <li>• Computer lounge</li> <li>• Furnished lounge with TV</li> <li>• Lush outdoor space</li> <li>• Game Room/ Fitness Equipment</li> <li>• A variety of floor plans</li> <li>• Community kitchen</li> <li>• Meeting room</li> <li>• 24 Hour monitored secured entry</li> <li>• Uncovered parking</li> <li>• Payphone for resident use</li> <li>• Service coordinator office in addition to leasing offices</li> </ul>	<p>Although this property is not required to provide the following amenities and/or services for its residents per our LURA with TDHCA, we offer the following unit amenities:</p> <ul style="list-style-type: none"> <li>• Furnished units available (bed, dresser, nightstand, 2 chairs)</li> <li>• Kitchenette including a sink, cabinets, microwave, refrigerator and stovetop burners</li> <li>• Energy-Star or equivalently rated lighting and appliances</li> <li>• Laminated countertops</li> <li>• A private bathroom\ with tub and shower</li> <li>• Covered entries</li> <li>• Vinyl flooring/Carpeting</li> </ul>	<p>Although this property is not required to provide the following amenities and/or services for its residents per our LURA with TDHCA, we offer the following services which are provided on-site or transportation to off-site services be provided. No fees may be charged to residents. Depending on participation and the needs of the residents, these services are subject to change without notice.</p> <ul style="list-style-type: none"> <li>• Supportive and Social Services</li> <li>• Employment Program</li> <li>• Training and Education Program</li> <li>• Health Services</li> <li>• Financial Services</li> <li>• Safety Program</li> <li>• Tenant Counseling</li> <li>• Resident Involvement in Decision Making</li> </ul>
Common Areas Phase III	Unit Amenities Phase III	Required Services Phase III
<p>Owner must provide a minimum of 4 total points worth of common amenities based on the size of the Development. The owner has selected the following common amenities which must be for the benefit of all tenants and made available throughout normal business hours.</p> <ol style="list-style-type: none"> <li>1. Furnished Community room (2 points)</li> <li>2. Service coordinator office in addition to leasing offices (1 point)</li> <li>3. Green Building Features. Points under this item are intended to promote energy and water conservation, operational savings and sustainable building practices. Enterprise Green Communities (4 points). The Development must incorporate all mandatory and optional items applicable to the construction type (i.e. New Construction, Rehabilitation, etc.) as provided in the most recent version of the Enterprise Green Communities Criteria found at <a href="http://www.greencommunitiesonline.org">http://www.greencommunitiesonline.org</a></li> </ol>	<p>Owner has selected the following unit amenities for a total of 4 points and must maintain the points by maintaining the amenity selected throughout the affordability period. The amenity shall be for every Unit at no extra charge to the tenant.</p> <ol style="list-style-type: none"> <li>1. Microwave ovens (0.5 point)</li> <li>2. Refrigerator with icemaker (0.5 point)</li> <li>3. R-15 walls/R-30 ceilings (rating of wall/ceiling system) (1.5 points)</li> <li>4. 14 SEER HVAC (or greater) for New Construction, Adaptive Reuse, and Reconstruction or radiant barrier in the attic for Rehabilitation (excluding Reconstruction) (1.5 points)</li> </ol>	<p>The maximum of 4 points was selected in the application. We need to provide a combination of services below to arrive at the 4 point total. We may change the services from time to time; however the overall points need to be maintained. Services must be provided on-site or transportation to off-site services be provided. No fees may be charged to tenants. The same service cannot count for more than one scoring item.</p> <ol style="list-style-type: none"> <li>1. Food pantry/common household items accessible to residents at least on a monthly basis (1 point)</li> <li>2. Annual health fair provided by a health care professional (1 point)</li> <li>3. Notary Services during regular business hours (§2306.6710(b)(3))(1 point)</li> <li>4. Specific case management services offered by a qualified Owner or Developer or through external, contracted parties for seniors, Persons with Disabilities or Supportive Housing (1 point)</li> </ol>



- You can request a copy of the LURA from the property or by calling TDHCA at 800-525-0657 or by email to [open.records@tdhca.state.tx.us](mailto:open.records@tdhca.state.tx.us).

## **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 ( $\$200 \times 2.5 = \$500$ ) 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 [open.records@tdhca.state.tx.us](mailto:open.records@tdhca.state.tx.us).
- To learn more about Reasonable Accommodations and Fair Housing, visit <http://www.tdhca.state.tx.us/fair-housing/index.htm>.

## **Complaints**

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### **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	Call: 512-463-2642 Toll free: 888-452-4778
Civil Rights Division	TTY: 512-371-7473 Fax: 512-463-2643
1117 Trinity Street, Room 144-T	Email: <a href="mailto:housingcomplaints@twc.state.tx.us">housingcomplaints@twc.state.tx.us</a>
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	Call: 817-978-5900
Office of Fair Housing and Equal Opportunity	Toll free: 800-669-9777
801 Cherry Street, Unit #45, Suite 2500	TTY: 817-978-5595
Fort Worth, TX 76102	
- 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 [www.tdhca.state.tx.us/fair-housing/renters.htm](http://www.tdhca.state.tx.us/fair-housing/renters.htm)

**Property Complaints**

If you...	Do this...
<p><b>Have a concern about...</b></p> <ul style="list-style-type: none"> <li>▪ Property issues, such as parking, broken cars, trash, safety, or pets.</li> <li>▪ A neighbor is making too much noise or disturbing you.</li> <li>▪ Your apartment manager is unprofessional or rude.</li> </ul> <p><b>Suspect that a neighbor...</b></p> <ul style="list-style-type: none"> <li>▪ Doesn't report everyone living in the unit.</li> <li>▪ Does not report their total income.</li> <li>▪ Rents or sublets their apartment.</li> <li>▪ Is using or selling illegal drugs.</li> </ul>	<p>Step 1: Call or write your property <i>manager</i> and state your concern.</p> <p>Step 2: Give your property <i>manager</i> time to respond to your concern.</p> <p>Step 3: Call or write your property <i>owner</i> if the manager has not responded to your concern.</p> <p>Step 4: Give your property <i>owner</i> time to respond to your concern.</p>
<p><b>Need...</b></p> <ul style="list-style-type: none"> <li>▪ Something fixed in your unit, like a leaky faucet, broken smoke detector, defective or missing refrigerator seal, broken window, or some other repair.                             <ul style="list-style-type: none"> <li>– You must give the property management seven days to respond to your written request (except if the request is related to an imminent threat to health or safety).</li> </ul> </li> <li>▪ A reasonable accommodation or modification to your unit. You may make the request verbally or submit it in writing.                             <ul style="list-style-type: none"> <li>– Generally, property management has 14 calendar days to respond to your request.</li> </ul> </li> </ul>	<p>Step 1: Ask the management office to submit a written work order or submit a request yourself.</p> <p>Step 2: Give the property management time to respond to your request.</p> <p>Step 3: File a complaint with TDHCA <i>only if property management has not responded to your request.</i></p> <p>Mail TDHCA Attn: Housing Resource Center P.O. Box 13941 Austin, Texas 78711-3941</p> <p>Fax 800-733-5120</p> <p>Online <a href="http://www.tdhca.state.tx.us/complaint.htm">www.tdhca.state.tx.us/complaint.htm</a></p> <p>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-</p>

If you...	Do this...
	735-2989 or 7-1-1 Voice.  <i>TDHCA may take up to 15 working days to respond to your complaint.</i>
<b>Have a complaint about...</b> <ul style="list-style-type: none"> <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 <a href="http://www.tdhca.state.tx.us/complaint.htm">www.tdhca.state.tx.us/complaint.htm</a>

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

**Tenant Rights**

**Landlord-Tenant Issues**

- Visit the Office of the Attorney General (“OAG”) at [www.TexasAttorneyGeneral.gov/cpd/tenant-rights](http://www.TexasAttorneyGeneral.gov/cpd/tenant-rights) 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 <http://guides.sll.texas.gov/landlord-tenant-law>.
- Texas A&M Real Estate Center has also published a Landlord Tenants Guide which is available at <https://assets.recenter.tamu.edu/documents/articles/866.pdf>
- Contact the U.S. Department of Housing and Urban Development (“HUD”)
 

Toll Free: 800-955-2232	Email: <a href="mailto:TX_WebManager@hud.gov">TX_WebManager@hud.gov</a>
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 Houston, TX 77002 Phone: 713-718-3199 Fax: 713-718-3225	HUD San Antonio Field Office 615 E. Houston St., Suite 347 San Antonio, TX 78205-2001 Phone: 210-475-6800 Fax: 210-472-6804
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**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

Call: 888-529-5277 Visit: [www.lanwt.org](http://www.lanwt.org)

Lone Star Legal Aid

Call: 800-733-8394 Visit: [www.LoneStarLegal.org](http://www.LoneStarLegal.org)

Texas Rio Grande Legal Aid

Call: 888-988-9996 Visit: [www.trla.org](http://www.trla.org)

Volunteer Legal Services of Central Texas

Call: 512-476-5550 Visit: [www.vlsoct.org](http://www.vlsoct.org)

## **FOUNDATION COMMUNITIES**

### **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 **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.

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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.

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

The Housing Provider (“FC”) 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 FC chooses to remove the abuser or perpetrator, FC 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, FC 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, FC must follow Federal, State, and local eviction procedures. In order to divide a lease, FC 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, FC 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, FC 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.

FC 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.

FC's emergency transfer plan provides further information on emergency transfers, and FC 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**

FC 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 FC must be in writing, and FC 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. FC 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 FC as documentation. It is your choice which of the following to submit if FC 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 FC 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 FC has agreed to accept.

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



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

### **Confidentiality**

FC 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.

FC must not allow any individual administering assistance or other services on behalf of FC (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.

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

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

VAWA does not limit FC'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, FC 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 FC 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 FC can demonstrate the above, FC 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, FC 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 of 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 (4673). 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 NCVC, through calling Victim Connect Helpline: 855-4-VICTIM (855-484-2846) or searching for local providers at <http://victimconnect.org/get-help/connect-directory/>.

### **Legal Resources**

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

#### 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 (4673)**

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.

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

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

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

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

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

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

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

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

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

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

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

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

3. Your name (if different from victims): \_\_\_\_\_

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

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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