

FOUNDATION COMMUNITIES WRITTEN POLICIES AND PROCEDURES  
Acknowledgement of Receipt Form



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

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

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 10/01/2021 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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## **LAUREL CREEK**

### **WRITTEN POLICIES AND PROCEDURES**

*Effective 10/01/2021*

**Reasonable Accommodation/504 Policy**

**Denied Application Policy**

**Privacy Policy**

**Waitlist Policy**

**Pet Policy**

**No Smoking Policy**

**Parking 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)**

***PLEASE RETAIN COPY FOR YOUR RECORDS. DO NOT PLACE IN APPLICANT FILE***

**REASONABLE ACCOMMODATION/504 POLICY:** Foundation Communities, Inc., as a contractor of the City of Austin / Austin Housing Finance Corporation is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Please call Relay Texas at 1-800-735-2989 (TDD) for assistance.

Foundation Communities, Inc., the City of Austin, and the 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. DAVID ONDICH has been designated as the City's Section 504/ADA Coordinator. His office is located at 505 Barton Springs Road, Suite 600. If you have any questions or complaints regarding your Section 504/ADA rights, please call the Section 504/ADA Coordinator at (512) 974-3256 (voice) or (512) 974-2445 (TTY).

This publication is available in alternative formats. Please call Relay Texas at 1-800-735-2989 (TDD) for assistance.

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 requesters 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.

*La City of Austin y la Austin Housing Finance Corporation y Project Transitions, Inc., está comprometida a cumplir con los requisitos de la Ley Americanos con Incapacidades (ADA) y con la Sección 504 de la Ley de Rehabilitación de 1973, y sus enmiendas. Bajo petición expresa, se harán las modificaciones que procedan y se proveerá igualdad de acceso a la información. Para asistencia, por favor llame al (512) 974-3100 (voz) o (512) 974-3102 (TDD).*

*La City of Austin y la Austin Housing Finance Corporation no permite discriminación sobre la base de incapacidad en la admisión o acceso para, o en el tratamiento o empleo, en sus programas y actividades. DAVID ONDICH ha sido designada como la Coordinadora de la ADA/ Sección 504 de la Ciudad de Austin. Su oficina está localizada en 505 Barton Springs Road, Suite 600. Preguntas o motivos de queja sobre sus derechos bajo la ADA/ Sección 504 deben ser dirigidas a la Coordinadora de la ADA/ Sección 504 al (512) 974-3256 (voz) o (512) 974-2445 (TTY).*

**ESTA PUBLICACIÓN ESTÁ DISPONIBLE EN FORMATOS ALTERNATIVOS. PARA ASISTENCIA, POR FAVOR LLAME AL (512) 974-3100 (VOZ) O (512) 974-3102 (TDD).**

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.

Once a Rental Application has been denied, applicants must wait one (1) year before re-applying. Foundation Community 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:** This property maintains a separate waitlist for the **30%, 40% and 50%** rent designations. Applicants and/or residents are placed in chronological order on the waitlist which corresponds to their stated income, with consideration to the unit bedroom size and accessibility features requested, if any. Persons interested in getting on the waitlist may inquire during regular business hours in person, via email, US Mail or phone at the Leasing Office located at the address at the bottom of this document. Names will only be added if the waitlist is currently OPEN and accepting names. Staff will inform any interested party if the waitlist is currently OPEN or CLOSED at the time of the inquiry.

The Children's HOME Initiative (CHI) Wait List consists of applicants who have applied for any 30% set aside unit at this property. Persons interested in CHI must submit a program specific application found either on the Foundation Communities website or obtained via mail, fax, or pickup at 3000 South Interstate Highway 35, Austin, TX 78704, or call 512-610-7392 for more information. 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
- Unit size desired
- 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.

When there are less than 60 participants on a waitlist, Property Management will OPEN the waitlist and accept names of potential applicants or current residents who request to be 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.

For VAWA reasonable accommodation requests, "resident" is defined as a current resident of any FC property and can be given preference on the waitlist for the property where that resident currently resides or at any other FC property. VAWA requests will be prioritized behind other reasonable accommodation requests already in effect at each property and can be added whether the waitlist is open or closed.

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 such as Children's Home Initiative, Lifeworks, and Safeplace 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 and refundable Security Deposit 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 are denied will receive a refund of their deposit and may not reapply for one (1) year.

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 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:
  - \$20/Single and \$25/Joint non-refundable Application Fee (Money Order or Cashier's Check)
  - Refundable Security Deposit (Money Order or Cashier's Check) based on apartment size as stated in the Tenant Selection Criteria. This deposit is 100% refundable if your application is denied or canceled for any reason. Once you have met our Tenant Selection Criteria, it will be converted to the Security Deposit for your apartment and subject to TAA Lease Agreement upon move-out.
  - 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:** A maximum of two (2) Pets are permitted per apartment. A \$300.00 Pet Deposit is required for each pet (\$600.00 for 2) along with an executed Pet Agreement. This deposit must be PAID IN FULL prior to move in.

- Maximum weight limit is 35 pounds per pet.
- All pets must have updated and current vaccinations.
- Your pet must be at least 1 year old and housebroken.
- Pets must be walked on a leash at all times.
- It is your responsibility to clean up after your Pet. There are "Pet Stations" conveniently located throughout the community for pet defecation disposal.
- Pets are not to be left unattended or affixed in any breezeway, stairway porches or common areas.
- Pets are not permitted to urinate or defecate your apartment, breezeways, porches, stairwells or common/recreational areas.
- You may not have any animal without management's prior approval in writing. You will be charged an initial \$100 fee for any unauthorized animals as well as \$10 per day until the animal and/or animals have been removed from the premises.
- We do not allow reptiles, rodents, birds, arachnids, or insects.
- Management has the right to change the Pet Policy from time to time as deemed necessary.
- 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).

**Breed Restrictions:**

Akita	German Shepherd	Rhodesian Ridgeback
Alaskan Malamute	Giant Schnauzer	Rottweiler
Chow	Great Dane	Shar-Pei
Doberman Pincher	Mastiff (all types)	St. Bernard
Pit Bull	Old English Sheep Dog	Staffordshire Bull Terrier
Husky	Presa Canarios	Or Any Cross of Above

**PARKING POLICY:**

- When entering or leaving the community, you are requested to operate your vehicle at a speed not to exceed 5 miles per hour.
- All parking is unassigned, *except* in designated areas. Please be courteous to your neighbors. Do not take up two spaces with one vehicle or park on the grass or curbs.



- Compact parking spaces are for **Compact Cars only**. Larger cars do not fit in these spaces. If you do not have a compact car please do not park in these spaces.
- Campers, trailers, boats, buses, large trucks, recreational vehicles and equipment will not be allowed to park on the premises.
- Violators will be towed away at owner's expense.
- Automobile repair work is not allowed on the premises.
- Vehicles must meet all state inspection requirements to remain on the premises.
- **Any unauthorized motor vehicle that is parked in a fire lane, handicapped space, blocking a trash receptacle or a garage, double parked, abandoned (expired registration) or inoperable will be towed away without notice at owner's expense.**
- You are responsible for notifying occupants and guests of these towing policies. Management will not be responsible for any damages or charges to the vehicle involved.
- Motorcycles should be parked in parking lots. Do not park them on patios, balconies, inside your apartment, in breezeways or under stairs. They must have a current tag. No "dirt bikes" are allowed on the premises.

**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.

**RECERTIFICATION POLICY:** This property has layered funding, which means that units are occupied by households that have completed the initial qualification process for the Low Income Housing Tax Credit Program (LIHTC) under IRC §42 as well as federally funded NHTF/HOME programs. Owners of NHTF/HOME developments are required to complete 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.

*Residents who occupy a 30% unit through the Children's Home Initiative (CHI) program will be required at the end of their 2<sup>nd</sup> year, when program participation ends, within 120 days of their move-in anniversary date to complete an annual income recertification. As a result of this recertification, the income designation (30%) under which the tenant originally occupied the unit will be adjusted to either a 40% or 50% designation, which will result in a change in rent amounts.*

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%, 40% 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 tenants will be required within 120 days of their move-in anniversary date to complete an Annual Eligibility Certification and a Self-Certification of Income and Assets which includes collecting household data, but does not include a full verification process.

If the household's income exceeds the 80% Area Median Income (AMI) 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.

**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:

All household transferring between buildings must be income certified and their move-in date will be the date they transferred to the new unit. Transfers between units in the same building may transfer without re-certifying and their move in date remains the date the household moved in to the property, not the date they transferred.

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

- A 60 day written Notice of Intent to Vacate must be given.
- Current Lease Contracts must be expired prior to transferring.
- \$200.00 transfer fee applies – except for Reasonable Accommodations, VAWA, or emergency transfers.
- 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.
- Your apartment will be inspected prior to the approval of the transfer. Households with infestations issues will not be approved for transfer. Property Manager must approve all transfers.

Households wanting to transfer (other than exceptions noted previously) must be in good standing. To be in good standing, one must meet the following guidelines:

- No more than 3 delinquent rent or utility payments in the previous 12 months.
- No monies owed on ledger; including utilities.
- No lease violations in the previous 12 months. Previous violations will be evaluated by Management.
- No unauthorized persons or animals in the apartment.
- Any damages in the apartment must be remedied prior to transfer.
- 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 Waitlist.
- Households not in good standing will not be eligible for a transfer and will be removed from the Waitlist.

**NOTICE OF 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 5 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 > Deputy Director

**COMMUNITY POLICIES:** The following items are policies by which this community is operated. They are based on the belief that consideration of others and respect for this owner's property is important. These policies and procedures are an addendum to and are referred to in your Lease Contract. Violation of any of these policies can result in termination of your Lease Contract. These policies may be added to, amended or repealed at any time without notice by Management.

This community is committed to compliance with all federal, state, and local fair housing laws. Your community policies are designed to provide consistent and fair treatment of all residents in the spirit of these laws. The management staff at your community has a legal obligation to treat all individuals in a consistent manner. Please do not place them in a difficult position of denying a request for an exception to a written policy. Thank you in advance for your cooperation.

## RENTAL PAYMENT

Although your rental payment policies are stated in your Lease Contract, we will explain them further here.

- **Cash is never accepted.**
- All rent is due on the 1st day of the month, or as stipulated in your lease contact.
- No partial payment will be accepted.
- If the office receives your rent after the date specified on your Lease Contract, you will be charged a late charge as stated in your Lease Contract. No personal checks will be accepted for rental payment after the 3rd of the month. After that date, you must use either a money order or cashier's check. Initial Late Fee on the 4th of the month will be 3%. Daily Late Fee starting on the 5th of the month and going until 11th of the month (7 days) will be 1%.
- A Return Check fee plus applicable late charges will be assessed on all checks returned by a bank for any reason. Checks will not be re-deposited. Returned checks must be paid by a money order or cashier's check within 24 hours of notification.
- After we receive two returned checks, we may no longer accept personal checks for rental payments (or any other charges). In this case, you must pay by money order or cashier's check until further notice.
- Rental payments may be made before or after business hours by dropping your check, money order, or cashier's check in the night drop slot. Payments are accepted on our online portal. Additional fees will be applied when using a credit or debit card for payment. No fees for setting up ACH.
- **Late Payments can be cause for Non-Renewal of lease.**

## PAYMENT OF UTILITIES

It is each household's responsibility to notify each utility provider with the appropriate personal information in order to be billed directly for each utility service

## KEYS AND LOCKS

The care and maintenance of the keys and locks to your apartment is of critical importance. No one should have a key to your apartment without your prior written consent. This includes family, friends, and delivery or repair services. (Of course, management will retain a key.)

- Take precautions with your keys. Do not hide a key outside your home. Do not give your keys to acquaintances. Do not put your address on your key ring.
- Your apartment is provided with a latch on each window and a keyless deadbolt on every exterior door. If your apartment has a sliding glass door, it is equipped with a pin lock and one additional latching device, either a handle latch or security bar.
- We strongly recommend that you keep all windows and doors locked at all times. Immediately upon move in, check all of the above and report any broken, missing, or unserviceable items to the manager.

## LOCKOUTS

- We DO NOT offer a lockout service after business hours. It is the Residents' responsibility to contact a locksmith.
- If you are locked out of your apartment during business hours, please stop by the management office with a picture identification to gain access.
- Our management staff will be happy to make a duplicate of your apartment key for a minimum charge of \$5.00. Mailbox keys may be provided for a minimum charge of \$5.00. Advance payment is required for duplicates.
- If you wish to have your locks changed, a \$25 charge will be charged. Payment in advance of lock change is required. A request for a lock change must be in writing.
- There may be an additional cost for approved additional locks or latches.

## OCCUPANTS

If, during the term of your Lease Contract occupancy exceeds the maximum occupancy restrictions of the apartment, the resident must either transfer into a larger apartment or vacate the apartment at the end of the lease term. The addition of any person to the apartment must be reported to the office. The addition of any person other than infant by birth or adoption, in excess of the maximum occupancy limitation, shall constitute a breach of the lease contract. All occupants over 18 years old must be screened through the FOUNDATION COMMUNITIES' application process and an application fee must be paid prior to move in.

## GUESTS

Residents are responsible and liable for the conduct or any damages incurred by their guests. Guests must be

accompanied by a resident at all times when utilizing any of the common areas, recreational items or areas, the computer and laundry facilities. Residents are permitted 2 guests per household when utilizing any of the common areas, recreational items or areas, the computer and laundry facilities. All guests staying more than 7 consecutive days at a time or more than twice that many number of days in any one month, requires notification to the office in written. Please include your guest's vehicle information to avoid towing.

### **SOLICITATION**

FOUNDATION COMMUNITIES and this community wishes to create a comfortable environment for all residents and occupants. Management does not permit solicitation of any kind. Please contact the management office if anyone is violation of this policy during business hours. If anyone is in violation of this policy before or after business hours, please contact the police.

### **CONDUCT**

Residents and occupants should ensure that minor household members are accompanied by a capable and responsible supervisor in and around our community. All persons who use bikes, skateboards, scooters, or other recreational items of a similar nature shall not use them in breezy ways, near entrances, on stairs, or on railings. Violations of any of these guidelines may result in the issuance of lease violation(s) to the offender(s), or may result in the offender(s) being required to leave the area.

### **INSURANCE**

The apartment community provides no guarantee of personal safety and security. **We strongly recommend that you obtain adequate renters insurance coverage and adequate automobile insurance coverage.**

### **MAINTENANCE**

Maintenance requests or work orders will be handled after office hours if they are emergencies. After hour emergency maintenance requests can be reported via the management office telephone number. The on-duty maintenance associate will determine the appropriate course of action. *All non-emergency maintenance requests or work orders must be submitted in written form to the office.* The following constitutes a maintenance emergency:

- No heat (when outside temperature is below 50 degrees Fahrenheit)
- No cooling air conditioning (when outside temperature is above 90 degrees Fahrenheit )
- Flooding or leaking of water, including broken pipes
- Toilet is not flushing (if there is only 1 toilet in the apartment)
- NO HOT WATER does not constitute an after-hours emergency

If you have a pet and maintenance needs to be performed in your home:

1. Resident(s) must be present and have complete physical control of their pet when maintenance staff enter the home.
2. If no one will be home when maintenance is performed, residents must have dog(s) crated or removed from the home.
3. We have the right to refuse to enter your home to make a repair if the staff does not feel safe due to your pet(s).

Attached to your range hood through a magnetic hold is a Stove Top Fire Stop. This unit will only activate once flames reach it. Any removal or tampering with this device will render it inoperable in case of a fire. Please do not tamper with, disable or remove the Stove Top Fire Stop. You will be liable for the cost of replacement if it is removed or tampered with. This device has the potential to put out a small stovetop fire but there is no guarantee that it will work. Ultimately it is your responsibility to use safe practices while cooking in the kitchen.

### **PEST CONTROL**

Posted for viewing by the community, this community has a set schedule of pest control extermination. Any additional requests for pest control must be made in writing. Pest control visits the community regularly once a week. Additional visits will be made per an individual request. You must report any pest/roach issues to the office immediately. Please assist Pest Control by maintaining a high standard of housekeeping. Leaving opened food items throughout your apartment is not permitted. Leaving dirty dishes in sink or dishwasher for extended period of time can result in pest control issues.

In the last couple of years Bedbugs have made resurgence. Please do not move any furniture into your new home without a thorough inspection first. Bedbugs can be transported not only on clothing, but furniture and other objects as well. At the first sign of Bedbugs please notify the office **IMMEDIATELY**. Remember Bedbugs can also be transported in and on luggage, so if you or family members are returning from a trip, please be sure to inspect your luggage prior to bringing it into your home. Please refer to the Bedbug Addendum for any further information.

## **DELIVERIES**

- *Packages will not be accepted in the Leasing Office. Amazon Hubs are located next to each mailbox area for package deliveries and pick up.*

## **TRASH REMOVAL AND DISPOSAL**

- You will be charged for any trash not properly disposed or left outside your apartment.
- Residents will be expected to dispose of their bagged and tied trash inside the dumpster facility.
- Furniture may not be disposed of in the dumpster area.
- Residents may not dispose of personal trash from apartments in the garbage cans located throughout the property; these are meant only for small items. Place all trash in dumpsters.
- Residents will be charged \$25 per bag/box for any trash left in entryways, breezeways, porches, or any common areas. Please contact the management office if you require further instructions regarding property disposal of garbage with the dumpster.
- Laurel Creek will provide Single Stream recycling. Please only place recyclable material in these bins.

## **SUSPICIOUS ACTIVITY AND NOISE VIOLATIONS**

You or your guest and occupants shall not engage in unlawful activities in the apartments, common/recreational areas, or on the community grounds. These unlawful activities include, but not limited to the possession, use and/or sale of illegal drugs and disturbances or acts of violence that damage or destroy property or injure other residents. Displaying or discharging any type of a weapon is prohibited. Consumption of alcohol in common/recreational areas is prohibited. Engaging in any of these activities may result in immediate termination of your lease contract.

Never attempt to apprehend a person committing a crime or investigate suspicious activity. Leave any confrontation to the police. Allow the police to perform the job they are trained to do.

Please do not play stereos, televisions, or other appliances or engage in an activity at a volume or a time that would annoy your neighbors. For the respect of your neighbors, please restrict your noise level from 9:00 pm to 9:00 am.

If you have a noise complaint concerning a neighbor, we recommend the following procedure:

- Speak to your neighbor. They may not be aware of the disturbance.
- If the problem persists contact the management office, during business hours.
- If it is after office business hours contact the police.

**After three violations, we reserve the right to ask you to move.**

## **LOITERING**

No loitering is permitted at any time. Use of common and/or recreational areas is prohibited between the hours of 9:00 pm and 9:00 am all week.

## **CLOTHES CARE CENTER**

- The Clothes Care Center will be open 24 hours a day for your convenience and accessible through a code lock system.
- Never leave your clothes unattended. Clothes will be removed from washer or dryer by residents needing to use them and placed on the folding table.
- Clothes Care Centers are provided for the convenience of all residents. Please report any problems or needed repair to the management office. We will take prompt action. Help us keep the Clothes Care Centers clean by properly disposing of all trash.
- For any reimbursements of loss money please contact the company listed in the clothes care center.

## **OTHER COMMON AREAS**

- Residents, occupants, and their guests are not allowed in the following areas:
  - Holding ponds
  - Creek areas
  - Construction areas
  - High voltage equipment areas
  - Mechanical and cable rooms
- Landscaping is provided to enhance the beauty of the community. No playing is allowed in the landscaped areas. Residents are responsible for their occupants and guests.
- Walkways, driveways, entrances, stairways and porches must not be obstructed or used for storage.
- No structural changes or additions may be made to the exterior building.

## **PORCHES, BREEZEWAYS AND STAIRWELLS**

- Management reserves the right to monitor the décor and appearance of these areas.
- Please check with the Management office prior to putting up any Holiday decorations. If permitted they must be removed two weeks after of the holiday.
- Satellite dishes are not permitted.
- No items, such as: laundry, clothing, rugs, mops, or sport team flags are permitted on any part of the premises.
- Personal items are not permitted in the outside walkways, porches, breezeways, stairwells or under stairwells.
- The use or storage of barbeque grills on porches, walkways, breezeways, etc. is prohibited.

## **SPORTS COURT**

A Sports Court is conveniently located at Laurel Creek for our residents' enjoyment. Please be sure to check signage for the appropriate times the court is available for use. Profanity, rough housing, bullying, and/or any obnoxious threatening behaviors are prohibited. Use of recreational areas is prohibited between the hours of 9:00 pm and 9:00 am all week.

## **LEARNING CENTER/COMMUNITY CENTER**

Please always refer to the Learning Center/Community Center Coordinator for details of hours of operation, programs, and Learning Center/Community Center Program Handbooks.

Due to the wide variety of ages and maturity levels of our residents and occupants, and to avoid malware and computer viruses infecting our publicly used equipment, all persons who use our computer equipment, whether adult or minor, are to act with reasonable care and diligence to avoid anyone's exposure to lewd, disturbing, offensive, sexually graphic, dangerous, disturbing, or inappropriate words, sounds or images, whether on computer screens, over computer speakers, or on printers in or about the computer lab and work area. Violations of these guidelines may result in the offender(s) being required to leave the area.

- Use at your own risk.
- Our representatives are not responsible for viewings, viruses, or loss of information on computers.
- No food or drinks are permitted in the computer rooms.
- If you will be printing more than 10 pages, please bring your own paper.
- Please be considerate of others: do not tie up computers for extended periods of time.

## **INSIDE YOUR APARTMENT**

The management staff at your apartment community works very hard to maintain your community's attractive appearance. We ask that you assist in the following ways:

- All window coverings must show a white background when viewed from outdoors. This restriction includes both drapes and blinds. Foil and sheets are not permitted in windows.
- Please report any damaged window coverings provided in the apartment to management.
- Your apartment must be kept clean and free of clutter.
- Trash must be disposed of at least weekly. Do not leave trash throughout your apartment.
- Do not leave opened food items anywhere in your apartment home.
- Waterbeds are not permitted.



## SMOKE DETECTORS

**Make sure smoke detectors operate properly.** If fire occurs, smoke detectors alert you right away so that you can get out of the building safely. If you notice that a smoke detector in your own apartment or common area is beeping, be sure to change the batteries, or have the electrical systems checked by management. **As stated in your lease, it is your responsibility to replace dead or missing batteries in your apartment's smoke detector immediately. Do not disable your smoke detector.**

## FIRE SAFETY PRECAUTIONS

We recommend that you take these simple fire safety precautions in your own apartment to prevent fires from starting. **In the event of a fire please call 911 immediately.**

- Let cooking grease cool down before pouring into a metal can.
- Monitor children carefully. Do not let children cook on the stove.
- Keep lighters and matches out of the reach of children.
- Avoid cooking while intoxicated, medicated or sleepy.
- Do not store gas-operated tools or vehicles inside the apartment or under stairways.
- We have provided barbeque grills for your use throughout the community. Do not leave hot coals in the grills unattended or food while cooking. Please ensure all coals are completely out and properly disposed of.
- Personal barbeque grills of any type are not permitted for use on property or allowed to be stored in your apartment.
- **Fire laws and insurance requirements prohibit the use of barbeque grills on porches, in breezeways, or stairwells. This can result in fines and violations to you personally.**

## FIREARM(S)

Persons may not carry a firearm anywhere in the apartment community, other than to transport their firearm(s) between their apartments and their vehicles as long as firearm(s) are not in plain view. By signing the Community Policies, you understand and agree as follows:

*Pursuant to section 30.05, penal code (Criminal Trespass) a person may not enter this property with a firearm other than to transport their firearm(s) between their vehicles(s) and their apartment(s), as long as firearm(s) are not in plain sight.*

## LITHIUM CHARGED ELECTRIC BIKES AND SCOOTERS

Electric bikes and electric scooters that contain lithium batteries should be carefully monitored when charging inside your apartment. In rare cases, they can cause a fire or explosion. Store batteries away from anything that can catch fire. Only electric bikes and electric scooters that are for personal use can be stored or charged on site.

## COMPLIANCE

You are participating in an affordable housing community that is monitored by federal, state, and local agencies. All information provided by your household to us is used in determining your eligibility and your acceptance is based on the validity of this information. Any misrepresentation by household members is considered a serious violation of the community policies and your Lease Contract. Failure to provide accurate information may result in eviction.

The community will send renewal/recertification notices, ninety, sixty, and thirty days before your Lease Contract expires. All residents must re-certify annually. It is the responsibility of all residents to provide this information in a timely manner; failure to do so will result in a non-renewal and/or a possible eviction. Please contact your management office for specific details to the recertification process. **It is your responsibility, as the resident, to provide this information.**

## **IMPORTANT COMMUNITY TELEPHONE NUMBERS**

### **LAW ENFORCEMENT/FIRE DEPARTMENT**

<b>Austin Police (Emergency)</b>	<b>911</b>
<b>Austin Fire Department</b>	<b>911</b>
Austin Police (Non-Emergency)	311 OR 512-480-5000

### **PROPERTY INFORMATION**

Management Office	512-735-1640
Emergency Maintenance	512-735-1640
Courtesy Patrol - MPG Security	512-944-6885
Laundry Room Washer/Dryer	
Coinmach	877-264-6622
Learning Center	512-735-1645

<b><u>ANIMALS</u></b>	512-972-4738
Animal Lost	512-972-6060
Animal Control	512-223-8120
Austin Community College	512-974-2000
Austin City Connection	

<b><u>HOSPITALS</u></b>	512-901-1000
St. David's N. Austin Medical Center	512-324-6000
Ascension Seton Northwest Hospital	

<b><u>INFORMATION</u></b>	211
General Information Hotline	

<b><u>MAIL/PACKAGES</u></b>	800-275-8777
Post Office	512-814-0279
UPS Store	

<b><u>NEWSPAPER</u></b>	512-445-3500
Austin American Statesman	

<b><u>SCHOOLS</u></b>	512-594-5000
River Oaks Elementary	512-594-2200
Westview Middle School	512-594-0800
JB Connally High School	

### **UTILITIES & SERVICES**

Cable/High Speed Internet/Phone:	
	1-800-464-7928
A T & T	1-855-807-0699
Spectrum	
Electric:	512-494-9400
Austin Energy	

## Move Out Charges

### Move out cleaning instructions:

1. Clean entire apartment including stove, oven, refrigerator, freezer, bathrooms, laundry area, closet shelving and countertops.
2. Clean floors thoroughly, sweep and mop
3. Windows cleaned from the inside
4. Sweep patios, balconies and entryways
5. Remove all furniture, trash and belongings. Place trash (not furniture) in dumpster.
6. Turn in your keys and forwarding address to the Leasing Office, forward your mail with USPS

### Damage and Replacement Costs

Full Unit Cleaning Charges:	Replacement Charges:	Appliance Replacement:
1 Bedroom \$80.00	Blinds At cost	Oven At cost
2 Bedroom \$90.00	Stove knobs - each \$5.00	Refrigerator At cost
3 Bedroom \$100.00	Oven racks \$45.00	Dishwasher At cost
Heavy Clean At cost	Boiler pans \$25.00	Microwave At cost
<b>Cleaning Charges:</b>	Crisper drawers At cost	
Stovetop \$10.00	Refrigerator shelves At cost	<b>Flooring Replacement:</b>
Oven \$35.00	Dishwasher knob \$10.00	Carpet At cost
Drip pan set \$10.00	Vent hood At cost	Ceramic tile At cost
Counters/sinks each \$15.00	Vent hood filter \$10.00	Vinyl/plank flooring At cost
Refrigerator/freezer \$35.00	Towel bars \$15.00	
Vent Hood \$10.00	Toilet paper holder - each \$10.00	<b>Door Replacement:</b>
Garbage disposal \$10.00	Toilet seat \$20.00	Exterior door At cost
Windows - each \$10.00	Toilet - each At cost	Sliding door At cost
Tub/shower - each \$35.00	Shower head \$20.00	Door glass At cost
Toilet - each \$15.00	Shower rod \$15.00	Door frame At cost
Cabinets - each \$10.00	Mirrors At cost	Door stop - each \$5.00
Floors At cost	Light fixtures At cost	Threshold At cost
Carpet At cost	Ceiling fan At cost	Interior doors At cost
Trash Removal - Per bag \$25.00	Ceiling fan globes \$10.00	Hinges - each \$5.00
Light fixtures - each \$10.00	Light bulbs \$5.00	Interior door lock - each \$20.00
Exterminate At cost	Smoke detector - each \$35.00	Interior door knob - each \$15.00
Furniture Removal - Per item \$50.00 - \$100.00	Switch plate and outlet covers - each \$5.00	
Ceiling fan (each) \$15.00	Broken window - each At cost	Garage door At cost
HVAC vents At cost	Window screen - each At cost	<b>Misc. Charges</b>
Air duct cleaning At cost	Cabinets At cost	Unstop sink \$20.00
Odor removal At cost	Counters At cost	Unstop toilet \$30.00
	Sink/tub stopper \$5.00	Carport repairs At cost
<b>Painting Charges:</b>	Sink - each At cost	Yard repairs At cost
1 Bedroom \$215.00	Ice trays \$5.00	At cost labor charges \$35. an hour
2 Bedroom \$280.00	Smoke damage At cost	Bulk items at dumpster At cost
3 Bedroom \$335.00	Closet repairs At cost	Pet treatment At cost
Sheetrock Repairs At cost	Thermostat At cost	Trash/recycle bins (each) \$10.00
Nail/screw holes - each \$5.00	Exhaust Fan At cost	<b>Keys:</b>
Kilz and ceiling paint At cost	Tub faucet \$75.00	Keys - Door and mailbox \$5.00
Touchup paint At cost	Drip Pans \$20.00	Lock change - Door \$25.00
		Lock change - Mailbox \$5.00

**Any other items that need to be repaired or cleaned are subject to additional charges.**



## Resident Feedback & Grievance Process

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.

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.

Any resident participating in the grievance process is expressly protected from retaliation. All grievances must move through the following process:

### Step 1

Submit grievance form to  
Michelle Le  
3000 S. I-H 35 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.

## Grievance Form





TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
**A Tenant Rights and Resources Guide**  
**For Tenants Living in a TDHCA Monitored Rental Property**  
 Property Name: Laurel Creek



	Management Company*	Property Owner*
Company Name:	FOUNDATION COMMUNITIES	FC N Lamar Housing, LP
Contact Name:	Desiree Golden	Walter Moreau
Phone Number:	(512) 447-2026	(512) 610-4016
Email Address:	Desiree.Golden@foundcom.org	compliancecdocs@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:  
<http://ow.ly/GsVS50u0NBW>

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;
  - Prohibits the owner from denying admission to any person exclusively on the basis of such person receiving rental assistance under a local, state, federal or other housing assistance program, including, but not limited to, Section 8 of the United States Housing Act of 1937 as amended.
  - Lists the number and type of property amenities and/or services that must be provided by the TDHCA monitored property. The amenities and/or services required to be provided at this property include: [This section should not be blank when provided to the tenant.]

Common Amenities	Unit Amenities	Resident Services
<p>Owner must provide a minimum of <b>10 total points</b> 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. Service provider office in addition to leasing offices (1 pt)</li> <li>2. One Children's Playscape Equipped for 5 to 12-year olds, or one Tot Lot Must be covered with a shade canopy or awning, intended to keep equipment cool, provide shade and ultraviolet protection. (2 pts)</li> <li>3. Sport Court or field (including, but not limited to, Tennis, Basketball, Volleyball, Soccer or Baseball Field) (2 pts)</li> <li>4. Lighted pathways along all accessible routes (1 pt)</li> <li>5. Community laundry room with at least one washer and dryer for every 40 Units (2 pts)</li> <li>6. Barbecue grill and picnic table with at least one of each for every 50 Units. Grill must be permanently installed (no portable grills) (1 pt)</li> <li>7. Bicycle parking that allows for, at a minimum, 1 bicycle for every 5 Units, within reasonable proximity to each residential building that allows for bicycles to be secured with lock (lock not required to be provided to tenant) (1 pt)</li> </ol>	<p>Owner has selected the following unit amenities for a total of <b>4 points</b> and must maintain the points by maintaining the amenity selected or providing substitute amenities with equal or higher point values. The amenity shall be for every Unit at no extra charge to the tenant.</p> <ol style="list-style-type: none"> <li>1. Green Building Features. Points under this item are intended to promote energy and water conservation, operational savings and sustainable building practices. Points may be selected from only one of three categories: Enterprise Green Communities, Leadership in Energy and Environmental Design (LEED), and ICC 700 National Green Building Standard. A Development may qualify for no more than four (4) points total under this subclause. If the Development involves scattered sites, there must be green building features incorporated into each site in order to qualify for these points.</li> </ol>	<p>Owner selected to provide <b>11 total points</b> in the application including maintaining 1 point for Community Space (#1) at all times. We need to provide a combination of services below to arrive at the additional 10 points. 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. The Applicant certifies that the Development will contact local nonprofit and governmental providers of services that would support the health and well-being of the Department's residents, and will make Development community space available to them on a regularly-scheduled basis to provide outreach services and education to the tenants. Applicants may contact service providers on the Department list, or contact other providers that serve the general area in which the Development is located. (1 pt)</li> <li>2. Food pantry consisting of an assortment of non-perishable food items and common household items (i.e. laundry detergent, toiletries, etc.) accessible to residents at least on a monthly basis or upon request by a resident. While it is possible that transportation may be provided to a local food bank to meet the requirement of this resident service, the resident must not be required to pay for the items they receive at the food bank (2 pts);</li> <li>3. Twice monthly on-site social events (i.e. potluck dinners, game night, sing-a-longs, movie nights, birthday parties, holiday celebrations, etc.) (1 pt.)</li> <li>4. Annual health fair provided by a health care professional (1 pt)</li> <li>5. Notary Services during regular business hours (1 pt)</li> </ol>

		<p><b>RESIDENT SERVICES CONT'D</b></p> <p>6. Specific case management services offered by a qualified Owner or Developer, qualified provider or through external, contracted parties for seniors, Persons with Disabilities or Supportive Housing (3 pts)</p> <p>7. A part-time resident services coordinator with a dedicated office space at the Development or a contract with a third-party to provide the equivalent of 15 hours or more of weekly resident supportive services at the Development (2 pts)</p>
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- 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!**

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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 Civil Rights Division 1117 Trinity Street, Room 144-T Austin, TX 78701	Call: 512-463-2642   Toll free: 888-452-4778 TTY: 512-371-7473   Fax: 512-463-2643 Email: <a href="mailto:housingcomplaints@twc.state.tx.us">housingcomplaints@twc.state.tx.us</a>
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- The Texas Workforce Commission may file your complaint with the U.S. Department of Housing and Urban Development ("HUD"). However, you can also send a complaint directly to HUD.

HUD Fort Worth Regional Office Office of Fair Housing and Equal Opportunity 801 Cherry Street, Unit #45, Suite 2500 Fort Worth, TX 76102	Call: 817-978-5900 Toll free: 800-669-9777 TTY: 817-978-5595
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- 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, 800-735-2989 or 7-1-1 Voice.</p> <p><i>TDHCA may take up to 15 working days to respond to your complaint.</i></p>
<p><b>Have a complaint about...</b></p> <ul style="list-style-type: none"> <li>▪ Specific information about property management renting apartments to households that make too much money.</li> </ul>	<p>File a written complaint with TDHCA.</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>

## 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: [TX\\_WebManager@hud.gov](mailto:TX_WebManager@hud.gov)  
TTY: 800-877-8339      Hours: 8:00 a.m. to 4:30 p.m., Monday - Friday
- Regional and Field Offices:
 

HUD Fort Worth Regional Office 801 Cherry St., Unit 45, Suite 2500 Fort Worth, TX 76102 Phone: 817-978-5600 Fax: 817-978-5569	HUD Houston Field Office 1301 Fannin St., Suite 2200 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.vlsoc.org](http://www.vlsoc.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):

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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.