

# TALAVERA LOFTS

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

**Rental Qualifications**

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

**Privacy Policy**

Please read over the policy and sign the bottom.

**Tenant Rights and Resource Guide**

Please sign the acknowledgement page.

**Application Approval Addendum**

Please read over the policy and sign the bottom.

**Tenant Release and Consent**

Please read over the policy and sign the bottom.

**Certification Questionnaire**

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

**Special Needs Certification**

Please complete this form and sign the bottom.

**Student Status**

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

**Child Support/Spousal Support Certification**

Please complete this form and sign the bottom.

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

**Rental History Certification**

Please complete this form and sign the bottom.

**Bank Verification (if applicable)**

This form is to be filled out by your bank and/or Asset Holder. Please sign the authorization section, authorizing the release of your asset information.

We will send this form to your financial institution, once we receive your authorization signature.

**Under \$5,000 Asset Certification (if applicable)**

Please complete this form and sign the bottom.

**Special Provisions**

Please complete this form and sign the bottom.

**Application and Supplemental Application**

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

**Proof of Income**

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

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

# Written Policies and Procedures

## (Effective 06/01/2021)

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

**SEE COMMUNITY ATTACHMENT 2**

**Maximum Occupancy:** **SEE COMMUNITY ATTACHMENT 2**

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

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

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

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

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

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

**Security / Additional Deposits:** **SEE COMMUNITY ATTACHMENT 2**

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

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

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

### **Transfers**

Transfers are defined as:

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

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

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

- A community may be made up of the below different grouping types:
- a) 100% affordable multiple-building groupings

- b) Each its own individual building grouping –mixed income or 100% affordable
- c) Multiple-building grouping- mixed- income

1. All transfers must reapply and qualify as a new resident (with the exception of **example a)- see below**). All paperwork must be submitted and complete- no blanks. Also, all qualifying histories such as rental, criminal and credit, must be run/verified and APPROVED before a move-in date is scheduled. Transfers will be screened under **original** qualifying criterion.
  - i. **In example a)**, If a person wishes to transfer from one building to another building within the same multiple-building Project (defined elections made in IRS Forms 8609), the household may transfer without certifying. May also apply to **example b)** if building grouping 100% affordable. If each building is its own individual building grouping (**example b. above**) the household must be certified and have current annual income less than the income limit established by the minimum set aside the owner selected.
  - ii. **In example c)**, "If a person wishes to transfer to another building in another Project (defined elections made in IRS Forms 8609), the household must initially certify and qualify under current circumstances, including income limits." May also apply in **example b)**, if building grouping has market units.
    - ❖ \*If a current resident qualifies for a lower income designation, then they may transfer to the lower designation apartment. If the desired lower designation is not available at the time, the current resident will receive priority on the lower designation waitlist.
2. As with all new/initial moves-in's, all paperwork must be completed, and the file must be APPROVED by compliance before the lease is signed and keys are released to the new resident.
3. All transfers are also required to pay a new security deposit specific to the applicable property to/in which the transfer is taking place. This must be paid in order to obtain keys at move-in. For refunds on security deposits relating to the apartment being transferred out of, please refer to the above policy.

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

#### **Accommodation Requests:**

DMA Properties provides an Equal Housing Opportunity and is committed to upholding the Fair Housing laws. We do not require a household to make a reasonable accommodation request in writing; we do not require a household to provide specific medical or disability information other than the disability verification that may be requested to verify eligibility for reasonable accommodation or special needs set aside program; we do not exclude a household with person(s) with disabilities from admission to the Development because an accessible unit is not currently available; or, require a household to rent a unit that has already been made accessible. If preferred, the resident may verbally request the accommodation to the Owner Representative, and they will document the request.

\*\* For Priority VAWA, an accommodation request may be submitted to the Property Manager for review and response within 7 days.

\*\* For Priority Accessibility, accessibility featured units will be offered firstly to current occupants with handicaps requiring those features, and secondly to eligible qualified applicants on the waiting list.

#### **Priority Waiting List:**

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

#### **Income Verification:**

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

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

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

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

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

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

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

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

#### **Student Status:**

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

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

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

#### **Rental History:**

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

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

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

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

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

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

#### **Credit History:**

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

- |                      |   |
|----------------------|---|
| 1. Bankruptcy        | Decline if less than <u>3 years old</u> .   |
| 2. Court Judgment    | Decline if less than <u>3 years old</u> .   |
| 3. Tax Lien          | Decline if over <u>\$5,000</u> and less than <u>3 years old</u> .   |
| 4. Foreclosure       | Decline if over <u>\$100,000</u> and less than <u>1 year old</u> .  |
| 5. Repossession      | Decline if over <u>\$3,000</u> and less than <u>3 years old</u> .   |
| 6. Collections       | Decline if the number of collections is <u>over 3</u> .<br>Decline if over <u>\$1,500</u> and less than <u>1 year old</u> . |
| 7. Past Due Accounts | Decline if over <u>40% or more of total accounts</u> .<br><u>are past due excluding medical accounts</u> .                  |

**Criminal History:**

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

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

The following criminal convictions will be permanently denied/excluded:

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

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

**Violence Against Women Act:**

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

**Pet Requirements:**

**SEE COMMUNITY ATTACHMENT 2**

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

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

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

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

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

\_\_\_\_\_  
Co-Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Attachment 1- Travis Flats

## Income and Rent

Travis County Maximum Income and Rent Limits Effective Date: 04/01/2021

TDHCA Approved HUD Model Utility Allowances Effective Date: 04/13/2021

### Income

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

### Rent

| Number of Bedrooms                | Tax Credit 30%  |                 | Tax Credit 50%  |               |                 |                 |
|-----------------------------------|-----------------|-----------------|-----------------|---------------|-----------------|-----------------|
|                                   | Studio (7)      | 1 (6)           | Studio (12)     | 1 (25)        | 2 (11)          | 3 (1)           |
| Maximum Rent:                     | \$ 519          | \$ 556          | \$ 866          | \$ 928        | \$ 1,113        | \$ 1,286        |
| -- Utility Allowance              | \$ 49           | \$ 57           | \$ 49           | \$ 57         | \$ 78           | \$ 101          |
| <b>Allowable Tenant Paid Rent</b> | <b>\$ 470</b>   | <b>\$ 499</b>   | <b>\$ 817</b>   | <b>\$ 871</b> | <b>\$ 1,035</b> | <b>\$ 1,185</b> |
| <b>Market Rent</b>                | 1 (9)           | 2 (10)          | 3 (5)           |               |                 |                 |
|                                   | <b>\$ 1,300</b> | <b>\$ 1,450</b> | <b>\$ 1,950</b> |               |                 |                 |

| Number of Bedrooms                | Tax Credit 60% |                 |                 |                 |
|-----------------------------------|----------------|-----------------|-----------------|-----------------|
|                                   | Studio (5)     | 1 (40)          | 2 (13)          | 3 (2)           |
| Maximum Rent:                     | \$ 1,039       | \$ 1,113        | \$ 1,336        | \$ 1,543        |
| -- Utility Allowance              | \$ 49          | \$ 57           | \$ 78           | \$ 101          |
| <b>Allowable Tenant Paid Rent</b> | <b>\$ 990</b>  | <b>\$ 1,056</b> | <b>\$ 1,258</b> | <b>\$ 1,442</b> |

ATTACHMENT 2



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

**Age Preference:** None

**Maximum Occupancy:**

| <u>Apartment Size</u> | <u>Maximum Number of Occupants</u>          |
|-----------------------|---|
| Studio                | <b>One Person</b>                           |
| One Bedroom           | <b>Two Persons</b> + one additional person  |
| Two Bedroom           | <b>Four Persons</b> + one additional person |
| Three Bedroom         | <b>Six Persons</b> + one additional person  |

**Security Deposit:**

Security/ Additional Deposits are as follows: **1 Bedroom** \$400.00 **2 Bedroom** \$600.00 **3 Bedroom** \$800.00

**Application Fee:**

Application fees are as follows: **Single applicant** \$20.00 **Each additional applicant** (18 and over) \$15.00

**Pet Requirements:**

Pets no greater than 25 lbs. are allowed on the premises and there is a 2-pet maximum requirement. Their TOTAL max weight must be no greater than 25lbs. There is a one-time fully refundable pet deposit of \$500.

**8609 Elections for the purpose of Transfers and Recertifications:**

Each building its own grouping- 100% full recertifications (until 8609 elections)

**Program Participation:** HTC

**Additional Special Preferences:** Talavera Lofts is a NON-SMOKING Community.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

NO CASH ACCEPTED FOR ANY TRANSACTION.





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

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

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

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

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

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

Thanks,

DMA Properties, LLC

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Applicant signature

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Date

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Manager signature

---

Date



DMA PROPERTIES  
4101 Parkstone Heights Drive, Suite 310 | Austin, TX 78746  
P: 512.328.3232 | F: 512.328.4584  
[www.dmacompanies.com](http://www.dmacompanies.com)

### Application Approval Addendum

Applicant / Resident: \_\_\_\_\_ Apartment #: \_\_\_\_\_

Date of Application: \_\_\_\_\_

In consideration of (1) the extra time it takes to verify eligibility of Affordable Housing residents, and (2) management's taking the rental dwelling off the market during the verification process, management and applicant agree that the 7-day statutory rejection period is waived. Instead, applicant's application will be automatically rejected at the earlier of (1) the 60<sup>th</sup> day after date of application, or (2) the 7<sup>th</sup> day after management receives written replies from all employers, lenders, financial institutions, former spouses paying child support, educational institutions, government agencies, and entities to whom inquires are required to be made by law to qualify resident.

Applicant/Resident Signatures:

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

Owner's Representative Signature:

\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# Certification Questionnaire

Please complete the following information for your household. For all items marked yes, please attach supporting documentation.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

## A. Household information

1. List all members of the household.

| Name (first and last name) | Relationship | Date of birth | Social security number |
|----------------------------|--------------|---------------|------------------------|
|                            |              |               |                        |
|                            |              |               |                        |
|                            |              |               |                        |
|                            |              |               |                        |
|                            |              |               |                        |
|                            |              |               |                        |
|                            |              |               |                        |

2. Additional household information

|   | Yes                      | No                       |
|---|--------------------------|--------------------------|
| Are any household members temporarily absent?<br>If yes, list the names: _____  | <input type="checkbox"/> | <input type="checkbox"/> |
| Are any household members permanently absent?<br>If yes, list the names: _____  | <input type="checkbox"/> | <input type="checkbox"/> |
| Are there any Foster Children or Foster Adults who are part of the household?<br>If yes, list the names: _____  | <input type="checkbox"/> | <input type="checkbox"/> |
| Are there any Live-In Care attendants who are part of the household?<br>If yes, list the names: _____   | <input type="checkbox"/> | <input type="checkbox"/> |
| Are any members of your household a student (full or part-time)?<br>If yes, list the names: _____   | <input type="checkbox"/> | <input type="checkbox"/> |
| Has the employment status of any household member(s) changed?<br>If yes, list the member name(s) and the type of change (include the employer's name):<br>_____ | <input type="checkbox"/> | <input type="checkbox"/> |

**B. Income and Assets** Enter the amount received or the asset value for all questions that you answer Yes.

1. Do you receive or expect to receive:

|  | Yes                      | No                       | Amount |
|--|--------------------------|--------------------------|--------|
| Wages, salaries (includes overtime, tips, bonuses, and self-employment)? | <input type="checkbox"/> | <input type="checkbox"/> |        |
| Does any member work for someone who pays them cash?                     | <input type="checkbox"/> | <input type="checkbox"/> |        |
| Regular pay as a member of the armed forces?                             | <input type="checkbox"/> | <input type="checkbox"/> |        |
| Welfare or disability benefits?  | <input type="checkbox"/> | <input type="checkbox"/> |        |
| Child support?   | <input type="checkbox"/> | <input type="checkbox"/> |        |
| Alimony?   | <input type="checkbox"/> | <input type="checkbox"/> |        |
| Social Security payments? (prior to deductions)                          | <input type="checkbox"/> | <input type="checkbox"/> |        |
| Pensions (Railroad, etc.)?   | <input type="checkbox"/> | <input type="checkbox"/> |        |
| Retirement benefits  | <input type="checkbox"/> | <input type="checkbox"/> |        |
| Veteran's Administration benefits?                                       | <input type="checkbox"/> | <input type="checkbox"/> |        |
| Death benefits?  | <input type="checkbox"/> | <input type="checkbox"/> |        |
| Unemployment benefits or severance pay?                                  | <input type="checkbox"/> | <input type="checkbox"/> |        |
| Workman's compensation?  | <input type="checkbox"/> | <input type="checkbox"/> |        |
| Annuities or life insurance dividends?                                   | <input type="checkbox"/> | <input type="checkbox"/> |        |
| Insurance policies?  | <input type="checkbox"/> | <input type="checkbox"/> |        |
| Disability or death benefits?  | <input type="checkbox"/> | <input type="checkbox"/> |        |
| Retirement funds?  | <input type="checkbox"/> | <input type="checkbox"/> |        |

| 1. Do you receive or expect to receive:   | Yes                      | No                       | Amount |
|---|--------------------------|--------------------------|--------|
| Regular cash contributions or gifts from individuals not living in the unit or organizations such as churches (includes rent, utilities, groceries, etc)? | <input type="checkbox"/> | <input type="checkbox"/> |        |

| 2. Have you received or expect to receive any lump sum payments such as: | Yes                      | No                       | Amount |
|--|--------------------------|--------------------------|--------|
| Inheritances?  | <input type="checkbox"/> | <input type="checkbox"/> |        |
| Lottery winnings?  | <input type="checkbox"/> | <input type="checkbox"/> |        |
| Insurance settlements for health, accident, Workers Compensation, etc?   | <input type="checkbox"/> | <input type="checkbox"/> |        |
| Capital gains?   | <input type="checkbox"/> | <input type="checkbox"/> |        |
| Social Security benefits, unemployment compensation, etc.?               | <input type="checkbox"/> | <input type="checkbox"/> |        |
| Other? (specify) _____   | <input type="checkbox"/> | <input type="checkbox"/> |        |

| 3. Do you have money in:                       | Yes                      | No                       | Value |
|--|--------------------------|--------------------------|-------|
| Checking accounts? (If yes, enter the balance) | <input type="checkbox"/> | <input type="checkbox"/> |       |
| Savings accounts?                              | <input type="checkbox"/> | <input type="checkbox"/> |       |
| Money market funds?                            | <input type="checkbox"/> | <input type="checkbox"/> |       |
| Certificates of deposit?                       | <input type="checkbox"/> | <input type="checkbox"/> |       |
| Stocks?  | <input type="checkbox"/> | <input type="checkbox"/> |       |
| Bonds?   | <input type="checkbox"/> | <input type="checkbox"/> |       |
| Annuities?                                     | <input type="checkbox"/> | <input type="checkbox"/> |       |
| Securities?                                    | <input type="checkbox"/> | <input type="checkbox"/> |       |
| Trusts?  | <input type="checkbox"/> | <input type="checkbox"/> |       |
| If yes, is the trust(s) irrevocable?           | <input type="checkbox"/> | <input type="checkbox"/> |       |
| IRA or Keogh accounts?                         | <input type="checkbox"/> | <input type="checkbox"/> |       |
| Other retirement accounts?                     | <input type="checkbox"/> | <input type="checkbox"/> |       |
| Safety deposit box, at home, etc?              | <input type="checkbox"/> | <input type="checkbox"/> |       |

|   |                          |                          |  |
|---|--------------------------|--------------------------|--|
| Do you have any coin collections, antique cars, stamps, jewelry or gems, or any other items held as an investment? (this does not include wedding rings and other personal jewelry) | <input type="checkbox"/> | <input type="checkbox"/> |  |
| Do you own a home or other real estate?   | <input type="checkbox"/> | <input type="checkbox"/> |  |
| If yes, are you in the process of selling it?   | <input type="checkbox"/> | <input type="checkbox"/> |  |
| Do you receive rental income from a home or other real estate?  | <input type="checkbox"/> | <input type="checkbox"/> |  |

|   |                          |                          |  |
|---|--------------------------|--------------------------|--|
| Have you disposed of any assets for less than Fair Market Value in the past two years?                                      | <input type="checkbox"/> | <input type="checkbox"/> |  |
| If yes, list the asset(s) you disposed of, the date of disposition, the fair market value and the amount received:<br>_____ |                          |                          |  |

|  |                          |                          |  |
|--|--------------------------|--------------------------|--|
| Are any of the assets listed above held jointly with another person? | <input type="checkbox"/> | <input type="checkbox"/> |  |
| If yes, list the assets: _____                                       |                          |                          |  |

I/We certify that I/we have been asked the above statements and they are true and complete to the best of my/our knowledge. I/We understand that it is my/our responsibility to report to management changes in income, assets, expenses and/or family composition whenever they occur. Submittal of false statements is punishable under Federal law.

\_\_\_\_\_  
Head of household

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-head of household

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-head of household

\_\_\_\_\_  
Date



**TENANT RELEASE AND CONSENT**

I/We, \_\_\_\_\_, the undersigned hereby authorize all persons or companies in the categories listed below to release information regarding employment, income, and/or assets for purposes of verifying information on my/our apartment rental application. I/we authorize release of information without liability to the owner/manager of the apartment community listed below, and/or the Texas Department of Housing and Community Affairs and/or the Department’s service provider.

**INFORMATION COVERED**

I/we understand that previous or current information regarding me/us may be needed. Verifications and inquiries that may be request include, but are not limited to: personal identity, student status, employment, income, assets, and medical or child care allowances. I/we understand that this authorization cannot be used to obtain information about me/us that is not pertinent to my eligibility for and continued participation as a Qualified Tenant.

**GROUPS OR INDIVIDUALS THAT MAY BE ASKED**

The groups or individuals that may be asked to release the above information include, but are not limited to:

- |  |  |                                  |
|--|--|----------------------------------|
| Past and Present Employers             | Welfare Agencies                                       | Veterans Administrations         |
| Support and Alimony Providers          | State Unemployment Agencies                            | Retirement Systems               |
| Educational Institutions               | Social Security Administration                         | Medical and Child Care Providers |
| Banks and other Financial Institutions | Previous Landlords (including Public Housing Agencies) |                                  |

**CONDITIONS**

I/We agree that a photocopy of this authorization may be used for the purposes stated above. The original of this authorization is on file and **will stay in effect for a year and one month from the date signed.** I/We understand /We have a right to review this file and correct any information that is incorrect.

*SIGNATURES*

|                       |                |              |
|-----------------------|----------------|--------------|
| _____                 | _____          | _____        |
| Applicant/Resident    | Print Name     | Date         |
| _____                 | _____          | _____        |
| Co-Applicant/Resident | Print Name     | Date         |
| _____                 | _____          | _____        |
| Adult Member          | Print Name     | Date         |
| _____                 | _____          | _____        |
| Adult Member          | Print Name     | Date         |
| Talavera Lofts        | Leasing Office | 512.328.3232 |
| _____                 | _____          | _____        |
| Apartment Name        | Contact        | Phone        |



Special Needs Apartment Certification

Applicant / Resident: \_\_\_\_\_ Apartment #: \_\_\_\_\_

At our Apartment Community, we have a priority to lease apartment homes to "Persons with Special Needs" in accordance with our Affordable Housing Program.

A "Persons with Special Needs" is defined as having a physical or mental impairment that substantially limits one or more major life activities (i.e., self-care, performing manual tasks, walking, seeing & hearing, speaking, breathing, learning, or working). A "Persons with Special Needs" includes the following:

- Households where one individual is recovering from alcohol and/or drug addictions • Colonia residents • Persons with Disabilities • Persons protected by the Violence Against Women Act Protections (domestic violence, dating violence, sexual assault, and stalking) • Persons with HIV/AIDS • Homeless persons • Veterans • Wounded warriors (as defined by the Caring for Wounded Warriors Act of 2008) • Farmworkers.

You are not being asked to disclose any details or specifics regarding the type or nature of the special need, only to disclose that you, or someone in your household, meets one of the categories above.

Based on the above, do you or anyone in your household have a "Special Need"?

[ ] YES [ ] NO

I do not wish to furnish information regarding special needs (Initials) \_\_\_\_\_

My household [ ] WILL [ ] WILL NOT be needing accommodations from the list provided below: (if requesting accommodation or modification, please select the appropriate box(s) needed).

- 1. Light / Horn Combo in \_\_\_\_\_ bath [ ]
2. Accessible Toilet in \_\_\_\_\_ bath [ ]
3. Sink and Tub levers in \_\_\_\_\_ bath [ ]
4. Lever Handles on \_\_\_\_\_ bath doors [ ]
5. Tub Grab Bars in \_\_\_\_\_ bath [ ]
6. Roll-in Shower in \_\_\_\_\_ bath [ ]
7. Accessible Range / Oven (controls in front) [ ]
8. Rocker Switches for Lights [ ]
9. Wheelchair Ramp [ ]
9. Other \_\_\_\_\_ [ ]

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

Resident Signatures:

Owner's Representative Signature:

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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



**Non-Employed Certification**

Applicant / Resident: \_\_\_\_\_ Apartment # \_\_\_\_\_

Please check only one box (and complete any blanks) that explains your status:

[ ] I am not now employed in any capacity.

I have no intention of becoming employed in the foreseeable future.

I am not under any affirmative obligation to obtain employment

I do not receive unemployment compensation or other benefits as a result of my non-employed status.

.. My last place of employment was: \_\_\_\_\_

My last date of employment was: \_\_\_\_\_

[ ] I am not now employed in any capacity.

I do intend to become employed in the foreseeable future.

I have not received a job offer nor been offered a contract for employment.

My last place of employment was: \_\_\_\_\_

My last date of employment was: \_\_\_\_\_

[ ] I am currently employed, but will be unemployed at move in / certification due to the following:

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

My current place of employment is: \_\_\_\_\_

My estimated last day of employment is: \_\_\_\_\_

I/we understand that this verification is made as part of the qualification procedure to determine eligibility for residency at the above apartment community and that any misrepresentation herein will be considered a material breach of the lease agreement and subject me/us to immediate eviction. Under penalties of perjury, I/we certify the above representations to be true as of the date shown below.

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

Date: \_\_\_\_\_

Co-Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Child Support/ Spousal Support Certification

Applicant / Resident: \_\_\_\_\_ Apartment #: \_\_\_\_\_

A.  I certify that I am **NOT** entitled to receive any spousal support, child support, or other compensation pursuant to any court order.

I certify that I am **NOT** entitled to receive any spousal support, child support, or other compensation pursuant to any non-court agreement.

I certify that I am **NOT** in the process of seeking any monies for spousal support or child support through legal channels or otherwise. I am not under any affirmative obligation to seek such monies.

*If you answered No above,  HERE, sign and date the bottom*

Support type:  Alimony/Spousal       Child      Children's Names: \_\_\_\_\_  
 Monthly Amount: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

B.  I **AM** entitled to receive spousal support, child support, or other compensation pursuant to a court order or other agreement in the amount of \$\_\_\_\_\_ per month. Please see attached supporting documentation such as divorce decree, settlement agreement, court-ordered paternity agreement.

I also confirm that I have custody (50% or more of the time) of all children listed above as household members.

Notwithstanding the above, I **do not expect to receive the full amount of money** due to me and I expect to receive no more than \$\_\_\_\_\_ over the next 12 months because: \_\_\_\_\_  
 \_\_\_\_\_

*If not receiving full court-ordered amount, please select a. or b. below:*

a. I **HAVE MADE REASONABLE EFFORTS** and taken the following legal actions to collect the monies due me (I will provide supporting documentation that may be required): \_\_\_\_\_  
 \_\_\_\_\_

b. I **AM NOT** making reasonable efforts to collect the amounts due to me for spousal support or child support. I understand because of this lack of pursuit, the full amount stated in my divorce decree, settlement agreement, or court-ordered paternity agreement will be considered as income when determining eligibility.

C.  Although I am not currently entitled to receive any spousal support, child support, or other compensation pursuant to a court order or other agreement including support or recurring allowance, I believe that I will receive such an order within the next 12 months. I expect to receive \$\_\_\_\_\_ per month commencing on \_\_\_\_\_, 20\_\_\_\_ because: \_\_\_\_\_  
 \_\_\_\_\_

I/we understand that this verification is made as part of the qualification procedure to determine eligibility for residency at the above apartment community and that any misrepresentation herein will be considered a material breach of the lease agreement and subject me/us to immediate eviction. Under penalties of perjury, I/we certify the above representations to be true as of the date shown below.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Zero Income Certification

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

Table with 2 columns: Administrator/Owner/Management Name, Contact Name, Address, Email Address; TDHCA Number, Contact Title, Phone, Fax.

Applicant / Resident: \_\_\_\_\_ Apartment #: \_\_\_\_\_

- 1. I hereby certify that I do not individually receive income from any of the following sources:
a. Wages from employment (including commissions, tips, bonuses, fees, etc.);
b. Income from operation of business;
c. Rental income from real or personal property;
d. Interest or dividends from assets;
e. Social Security payments, annuities, insurance policies, retirement funds, pensions, or death benefits;
f. Unemployment or disability payments;
g. Public assistance payments;
h. Periodic allowances such as alimony, child support or gifts received from persons not living in my household;
i. Sales from self-employed resources (Avon, Mary Kay, Shaklee, etc.);
j. Any other source not named above.

2. I currently have no income of any kind and there is no imminent change expected in my financial status during the next 12 months.

3. I will be using the following sources of funds to pay for rent and other necessities:
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

I/we understand that this verification is made as part of the qualification procedure to determine eligibility for residency at the above apartment community and that any misrepresentation herein will be considered a material breach of the lease agreement and subject me/us to immediate eviction. Under penalties of perjury, I/we certify the above representations to be true as of the date shown below.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_



DMA PROPERTIES

4101 Parkstone Heights Drive, Suite 310 | Austin, TX 78746

P: 512.328.3232 | F: 512.328.4584

[www.dmacompanies.com](http://www.dmacompanies.com)

## Student Affidavit

This is to certify that I, \_\_\_\_\_  
(Name of Applicant/Resident)

\_\_\_\_\_  
(Address of Applicant / Resident, City and State, Zip)

am not currently, nor do I plan to enroll in full-time or part-time educational courses.

This is also to certify that I, \_\_\_\_\_  
(Name of Applicant/Resident)

have not been enrolled in full-time or part-time educational courses in the past 5 months of the current calendar year.

**WARNING:** Section 1001 of the title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentation to any department or agency of the United States as to matters within its jurisdiction.

\_\_\_\_\_  
Signature (Applicant/Resident)

\_\_\_\_\_  
Date



**FULL TIME STUDENT ELIGIBILITY SELF-AFFIDAVIT**

Applicant/Resident Name: \_\_\_\_\_

You have applied to live in an apartment that is governed by the Federal Tax Credit Program provided under Section 42. The program has restrictions on full-time students and requires us to determine student status for the entire household and also at annual recertifications. To determine whether you are eligible within the guidelines of our program we ask for your cooperation in completing the applicable information below. We hold this information in strict confidence for use only in determining the eligibility status of this household.

**Each ADULT student must complete a separate form**

**If the students are MINORS, the PARENT or GUARDIAN may complete one form for all the minor students.**

Please answer one

- YES       NO      I, \_\_\_\_\_ am a full-time student currently or expect to be in the next 12 months.
- YES       NO      I, \_\_\_\_\_ am the parent or guardian of Minor full-time students living in my household.

Please list full names of each minor student:

\_\_\_\_\_

\_\_\_\_\_

Please check all that apply: To be eligible the STUDENT must be able to answer YES to one and provide documentation.

- YES       NO      1. I am a full-time student that is married and currently filing a joint tax return.
- YES       NO      2. The household is currently receiving AFDC or TANF under title IV of the Social Security Act.
- YES       NO      3. I am a full-time student who has been a Foster Child under title IV of the Social Security Act.
- YES       NO      4. I am a full time student that is a single parent with children and none of us are dependents on anyone else's tax return.
- YES       NO      5. I am a full-time student that is enrolled in the Job Training Partnership Act (JTPA) or a similar program.
- YES       NO      6. At least one household member will be residing in the unit who is not a full-time student.

I certify that the information given above is true and complete to the best of my knowledge. I understand that providing false or misleading information is a breach of my lease and may be subject to criminal penalties.

\_\_\_\_\_  
 Printed Applicant/Resident Name

\_\_\_\_\_  
 Signature of Applicant/Resident

\_\_\_\_\_  
 Date Signed

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



### Rental History Certification

Applicant / Resident: \_\_\_\_\_ Apartment #: \_\_\_\_\_

Please check the box that best demonstrates your rental history (and complete any blanks)

I have rented an apartment/home in the last 7 years.

(Additional form required \* Request to complete a Rental Verification Authorization Form)

I have been a homeowner in the last 7 years.

Home was sold. Date sold: \_\_\_\_\_

- Please provide supporting documentation.

Home is now a rental property.

- Please provide supporting documentation.

Other:

- Explain below:

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

I do not have any rental history. Explain below:

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

I/we understand that this verification is made as part of the qualification procedure to determine eligibility for residency at the above apartment community and that any misrepresentation herein will be considered a material breach of the lease agreement and subject me/us to immediate eviction. Under penalties of perjury, I/we certify the above representations to be true as of the date shown below.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Rental Verification

Date: \_\_\_\_\_

To: \_\_\_\_\_ From: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

We have received an application from your current/former resident. Please provide the following information. If you have any questions, please contact our office. Thank you for your time and attention.

Applicant/Resident Name: \_\_\_\_\_

Address at your community: \_\_\_\_\_

Length of residency: \_\_\_\_\_

Were rent payments made on time? YES NO

If no, how many times were they late in the past 12 months? \_\_\_\_\_

Are you involved in any eviction proceedings at this time? YES NO

If yes, please explain. \_\_\_\_\_

---

Any noise complaints? YES NO

Any policy complaints? YES NO

If yes, please explain. \_\_\_\_\_

Did they have any pets? YES NO

Would you rent to them again? YES NO

Additional Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Authorization**

I authorize the release of my rental history to **DMA Properties, LLC.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**BANK VERIFICATION**

Bank: \_\_\_\_\_ Phone #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Fax #: \_\_\_\_\_

Applicant: \_\_\_\_\_ SSN #: \_\_\_\_\_

Co-Applicant: \_\_\_\_\_ SSN #: \_\_\_\_\_

I/we hereby authorize the release of any income, asset or eligibility information.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The above referenced individual(s) has applied for residency at the above listed apartments. As part of our Affordable Housing Program, we are required by federal regulations to obtain written confirmation of the income and assets of all applicants. To comply with this regulation, we ask that you complete and return this form to the apartments listed above. The information will be used solely for the determination of residency eligibility and will not be disseminated or otherwise released to any third party. **Please answer all questions completely with correct information or "n/a" to avoid us calling you to telephone verify any blanks.**

Please list all accounts for the above applicant(s). Use additional forms if necessary.

1. Account Type: \_\_\_\_\_ 2. Account Type: \_\_\_\_\_  
Account #: \_\_\_\_\_ Account #: \_\_\_\_\_  
Current Balance: \_\_\_\_\_ Current Balance: \_\_\_\_\_  
6-Month Average Balance: \_\_\_\_\_ 6-Month Average Balance: \_\_\_\_\_  
Interest Rate or YTD dividends: \_\_\_\_\_ Interest Rate or YTD Dividends: \_\_\_\_\_  
Withdrawal Penalty: \_\_\_\_\_ Withdrawal Penalty: \_\_\_\_\_  
If Joint Account, with whom: \_\_\_\_\_ If Joint Account, with whom: \_\_\_\_\_

3. Account Type: \_\_\_\_\_ 4. Account Type: \_\_\_\_\_  
Account #: \_\_\_\_\_ Account #: \_\_\_\_\_  
Current Balance: \_\_\_\_\_ Current Balance: \_\_\_\_\_  
6-Monih Average Balance: \_\_\_\_\_ 6-Monih Average Balance: \_\_\_\_\_  
Interest Rate or YTD Dividends: \_\_\_\_\_ Interest Rate or YTD Dividends: \_\_\_\_\_  
Withdrawal Penalty: \_\_\_\_\_ Withdrawal Penalty: \_\_\_\_\_  
If Joint Account, will1 whom: \_\_\_\_\_ If Joint Account, with whom: \_\_\_\_\_

5. Is a Safe Deposit Box rented by the applicant(s)? [ ] Yes [ ] No

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Date





## Special Provisions

Effective 3/1/2020

Applicant / Resident: \_\_\_\_\_

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

Is a member of the household a Veteran?  Y  N

Important Information for Former Military Services Members. Women and men who served in any branch of the United States Armed Forces, including Army, Navy, Marines, Cost Guard, Reserves or National Guard, may be eligible for additional benefits and services. For more information please visit with the Texas Veterans Portal at <https://veterans.portal.texas.gov/>.

### **Annual Certification / Occupancy Based on Eligibility**

Resident agrees that 120 days prior to the Expiration, Resident will submit to Landlord all documentation required by Landlord necessary to ensure that Resident remains a Qualified Household. In the event that Resident fails to deliver such information or Landlord determines (whether in connection with a renewal or otherwise) that Resident is no longer a Qualified Household under the program, Resident agrees to vacate premises upon the earlier of the Expiration or upon 30-days written notice from Landlord of non-qualifying status.

### **Program Eligibility / Full-Time Students / Changes in Student Status**

Resident acknowledges that the Apartment Community listed above is operated pursuant to the rules and regulations of the Affordable Housing Program (the "Program"). The program provides for specific qualification restrictions with respect to occupancy of Program units by full-time students. Resident acknowledges that qualification to remain as a resident is at all times dependent upon the household meeting all student status requirements. Should Resident fail to meet all student status requirements, Resident will be deemed an unqualified resident and will be subject to immediate eviction. Resident agrees to notify Landlord immediately of any change in student status by any member of the household.

### **Misrepresentation / Falsification**

Household collectively acknowledges that any misrepresentation or falsification of this certification by any individual occupant will be considered a material breach of the lease agreement. If at any time the household becomes ineligible for occupancy under the Affordable Housing Program guidelines, the lease will be terminated prior to the end of the lease term, by giving a 30-day written notice to vacate and stating the reason for the lease termination.

**Each Occupant of the household has provided true and correct list of all people who reside within the apartment, their student status and anticipated income.**

Resident Signatures:

Owner's Representative Signature

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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



|   |                              |
|---|------------------------------|
| Management Company*                     | Property Owner*              |
| Company Name: DMA Properties LLC        | Austin TCHFC-DMA Housing LLC |
| Contact Name: Marnie Geurin             | Sergio Amaya                 |
| Phone Number: (512) 328-3232            | (512) 328-3232               |
| Email Address: marnieg@dmacompanies.com | sergioa@dmacompanies.com     |

\* 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>

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

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



| If you...   | Do this...   |
|---|--|
| <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<br/>Attn: Housing Resource Center<br/>P.O. Box 13941<br/>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<br>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<br>Office of the Inspector General<br>Call: 800-436-6184<br>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**

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**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<br>801 Cherry St., Unit 45, Suite 2500<br>Fort Worth, TX 76102<br>Phone: 817-978-5600<br>Fax: 817-978-5569 | HUD Houston Field Office<br>1301 Fannin St., Suite 2200<br>Houston, TX 77002<br>Phone: 713-718-3199<br>Fax: 713-718-3225 | HUD San Antonio Field Office<br>615 E. Houston St., Suite 347<br>San Antonio, TX 78205-2001<br>Phone: 210-475-6800<br>Fax: 210-472-6804 |
|---|--|---|

**Need Legal Help?**

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

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

Legal Aid of Northwest Texas

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

Lone Star Legal Aid

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

Texas Rio Grande Legal Aid

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

Volunteer Legal Services of Central Texas

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

*Effective 12/20/17*



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

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



DEPARTAMENTO DE VIVIENDA Y ASUNTOS COMUNITARIOS DE TEXAS

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

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

TDHCA File # / N.º de expediente de TDHCA: 18335

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 *Resident's Guide* as of the date this document is signed below. / Acuso/acusamos recibo de la *Guía del Residente* a la fecha de firma de este documento.

Signature / Firma

Date / Fecha

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

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

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking (such as HUD’s self-certification form 5382).

### **Moving to Another Unit**

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

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you have been subject to domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- (3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You have been subject to sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you have been subject to sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the

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

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

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

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

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

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

- A complete HUD-approved certification form (HUD form 5382) given to you by HP with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that HP has agreed to accept.

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

If HP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning

household members as the abuser or perpetrator), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

### **Confidentiality**

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

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

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

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

VAWA does not limit HP's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

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

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

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

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

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

### **Other Laws**

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

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

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

### **For Additional Information**

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

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

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

For questions regarding VAWA, and/or if you need to move due to domestic violence, dating violence, sexual assault, or stalking please contact the Texas Department of Housing and Community Affairs at 512-475-3800 or 800-475-3800 (Relay Texas 800-735-2989) for assistance in locating other available housing (note, this is not a domestic violence hotline). Depending on your location, the Department may also have a listing of local service providers and advocates who can help you move to a safe and available unit. For more information regarding housing and other laws that may protect or provide additional options for survivors, call the Texas Council on Family Violence Policy Team at: 1-800-525-1978.

### **Domestic Violence, Sexual Assault and Stalking Resources**

To speak with an advocate and receive confidential support, information and referrals regarding domestic violence 24 hours a day, every day, contact the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also visit the Texas Council on Family Violence website for a listing 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. You may also visit the Texas Association Against Sexual Assault to find local crisis centers: <http://taasa.org/crisis-center-locator/>.

For information regarding stalking visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>. Victims of a variety of crimes may find referrals by contacting the Victim Connect Resource Center, a project of the NCVIC, through calling Victim Connect Helpline: 855-4-VICTIM (855-484-2846) or searching for local providers at <http://victimconnect.org/get-help/connect-directory/>.

## Legal Resources

### **TexasLawHelp.org**

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

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

### Texas Advocacy Project, A VOICE

**1.888. 343.4414**

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

### Legal Aid for Survivors of Sexual Assault (LASSA)

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

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

Family Violence Legal Line

**800-374-HOPE**

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

**Attachment:** Certification form HUD-5382.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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



DMA PROPERTIES

4101 Parkstone Heights Drive, Suite 310 | Austin, TX 78746

P: 512.328.3232 | F: 512.328.4584

[www.dmacompanies.com](http://www.dmacompanies.com)

**Acknowledgement of Receipt of HUD VAWA 5380 & 5382**

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

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date



# Rental Application for Residents and Occupants

TEXAS APARTMENT ASSOCIATION  
MEMBER

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

Date when filled out: \_\_\_\_\_

## ABOUT YOU

Full name (exactly as it appears on driver's license or govt. ID card) \_\_\_\_\_

Former name (if applicable) \_\_\_\_\_

Gender \_\_\_\_\_ Birthdate \_\_\_\_\_ Social Security # \_\_\_\_\_

Driver's license # \_\_\_\_\_ State \_\_\_\_\_

Government ID # \_\_\_\_\_ State (if applicable) \_\_\_\_\_

Home phone \_\_\_\_\_ Cell phone \_\_\_\_\_

Work phone \_\_\_\_\_ Email address \_\_\_\_\_

Marital status  single  married U.S. citizen?  yes  no Do you or does any occupant smoke?  yes  no

I am applying for the apartment located at \_\_\_\_\_

Is there another co-applicant?  yes  no

Co-applicant name \_\_\_\_\_ Email \_\_\_\_\_

## OTHER OCCUPANTS

Full name \_\_\_\_\_ Relationship \_\_\_\_\_

Birthdate \_\_\_\_\_ Social Security # \_\_\_\_\_

Driver's license # \_\_\_\_\_ State \_\_\_\_\_

Government ID # \_\_\_\_\_ State (if applicable) \_\_\_\_\_

Full name \_\_\_\_\_ Relationship \_\_\_\_\_

Birthdate \_\_\_\_\_ Social Security # \_\_\_\_\_

Driver's license # \_\_\_\_\_ State \_\_\_\_\_

Government ID # \_\_\_\_\_ State (if applicable) \_\_\_\_\_

Full name \_\_\_\_\_ Relationship \_\_\_\_\_

Birthdate \_\_\_\_\_ Social Security # \_\_\_\_\_

Driver's license # \_\_\_\_\_ State \_\_\_\_\_

Government ID # \_\_\_\_\_ State (if applicable) \_\_\_\_\_

Full name \_\_\_\_\_ Relationship \_\_\_\_\_

Birthdate \_\_\_\_\_ Social Security # \_\_\_\_\_

Driver's license # \_\_\_\_\_ State \_\_\_\_\_

Government ID # \_\_\_\_\_ State (if applicable) \_\_\_\_\_

## WHERE YOU LIVE

Current home address (where you live now) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Do you  rent or  own? Beginning date of residency: \_\_\_\_\_ Monthly payment \$ \_\_\_\_\_

Apartment name \_\_\_\_\_

Name of owner or manager \_\_\_\_\_

Phone \_\_\_\_\_ Reason for leaving \_\_\_\_\_

**(The following is only applicable if at current address for less than 6 months.)**

Previous home address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Do you  rent or  own? Dates: From \_\_\_\_\_ To \_\_\_\_\_ Monthly payment \$ \_\_\_\_\_

Apartment name \_\_\_\_\_

Name of owner or manager \_\_\_\_\_

Phone \_\_\_\_\_ Reason for leaving \_\_\_\_\_

## YOUR WORK

Current employer \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Work phone \_\_\_\_\_ Beginning date of employment \_\_\_\_\_

**YOUR WORK, continued**

Gross monthly income \$ \_\_\_\_\_ Position \_\_\_\_\_

Supervisor \_\_\_\_\_ Phone \_\_\_\_\_

*(The following is only applicable if at current employer for less than 6 months.)*

Previous employer \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Work phone \_\_\_\_\_ Dates: From \_\_\_\_\_ To \_\_\_\_\_

Gross monthly income \$ \_\_\_\_\_ Position \_\_\_\_\_

Supervisor \_\_\_\_\_ Phone \_\_\_\_\_

**ADDITIONAL INCOME**

*(Income must be verified to be considered.)*

Type \_\_\_\_\_ Source \_\_\_\_\_ Gross monthly amount \$ \_\_\_\_\_

Type \_\_\_\_\_ Source \_\_\_\_\_ Gross monthly amount \$ \_\_\_\_\_

**CREDIT HISTORY**

If applicable, please explain any past credit problem: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CRIMINAL HISTORY**

**Check only if applicable.**

Have you or any occupant listed in this Application ever:

- been evicted or asked to move out?
- moved out of a dwelling before the end of the lease term without the owner's consent?
- declared bankruptcy?
- been sued for rent?
- been sued for property damage?
- been convicted or received probation (other than deferred adjudication) for a felony or sex crime?

Please indicate below the year, location, and type of each felony or sex crime for which you were convicted or received probation. We may need to discuss more facts before making a decision. You represent the answer is "no" to any item not checked above.

\_\_\_\_\_

\_\_\_\_\_

**HOW DID YOU FIND US?**

Online search (website address) \_\_\_\_\_

Referral from a person or locator? Name \_\_\_\_\_

Social media (please be specific) \_\_\_\_\_

Other \_\_\_\_\_

**EMERGENCY CONTACT**

**Emergency contact person over 18 who will not be living with you:**

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Work Phone \_\_\_\_\_ Email Address \_\_\_\_\_

**YOUR VEHICLES**

*(If applicable)*

**List all vehicles owned or operated by you or any occupants (including cars, trucks, motorcycles, trailers, etc.)**

Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_

Year \_\_\_\_\_ License # \_\_\_\_\_ State \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_

Year \_\_\_\_\_ License # \_\_\_\_\_ State \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_

Year \_\_\_\_\_ License # \_\_\_\_\_ State \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_

Year \_\_\_\_\_ License # \_\_\_\_\_ State \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_

Year \_\_\_\_\_ License # \_\_\_\_\_ State \_\_\_\_\_

You may not have any animal in your unit without management's prior authorization in writing. If we allow your requested animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges.

Kind \_\_\_\_\_ Weight \_\_\_\_\_

Breed \_\_\_\_\_ Age \_\_\_\_\_

Kind \_\_\_\_\_ Weight \_\_\_\_\_

Breed \_\_\_\_\_ Age \_\_\_\_\_

## Application Agreement

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

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

## Disclosures

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

## Authorization and Acknowledgment

I authorize \_\_\_\_\_

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

## Payment Authorization

I authorize \_\_\_\_\_

(name of owner/agent) to collect payment of the application fee and application deposit in the amounts specified under paragraph 3 of the Disclosures.

**Non-sufficient funds and dishonored payments.** If a check from an applicant is returned to us by a bank or other entity for any reason, if any credit card or debit card payment from applicant to us is rejected, or if we are unable, through no fault of our own or our bank, to successfully process any ACH debit, credit card, or debit card transaction, then:

1. Applicant shall pay a charge of \$ \_\_\_\_\_ for each returned payment; and
2. We reserve the right to refer the matter for criminal prosecution.

## Acknowledgment

You declare that all your statements in this Application are true and complete. **Applicant's submission of this Application, including payment of any fees and deposits, is being done only after applicant has fully investigated, to its satisfaction, those facts which applicant deems material and necessary to the decision to apply for a rental unit.** You authorize us to verify your information through any means, including consumer-reporting agencies and other rental-housing owners. **You acknowledge that you had an opportunity to review our rental-selection criteria, which include reasons your Application may be denied, such as criminal history, credit history, current income and rental history. You understand that if you do not meet our rental-selection criteria or if you fail to answer any question or give false information, we may reject the Application, retain all application fees as liquidated damages for our time and expense, and terminate your right of occupancy.** Giving false information is a serious criminal offense. In lawsuits relating to the Application or Lease, the prevailing party may recover from the non-prevailing party all attorney's fees and litigation costs. We may at any time furnish information to consumer-reporting agencies and other rental-housing owners regarding your performance of your legal obligations, including both favorable and unfavorable information about your compliance with the Lease, the rules, and financial obligations. Fax or electronic signatures are legally binding. You acknowledge that our privacy policy is available to you.

**Right to review the Lease.** Before you submit an Application or pay any fees or deposits, you have the right to review the Application and Lease, as well as any community rules or policies we have. You may also consult an attorney. These documents are binding legal documents when signed. We will not take a particular dwelling off the market until we receive a completed Application and any other required information or monies to rent that dwelling. Additional provisions or changes may be made in the Lease if agreed to in writing by all parties. You are entitled to a copy of the Lease after it is fully signed.

Images on our website may represent a sample of a unit and may not reflect specific details of any unit. For information not found on our website regarding availability, unit characteristics or other questions, please call or visit our office.

**This Application and the Lease are binding documents when signed. Before submitting an Application or signing a Lease, you may take a copy of these documents to review and/or consult an attorney. Additional provisions or changes may be made in the Lease if agreed to in writing by all parties.**

Applicant's signature \_\_\_\_\_

Date \_\_\_\_\_

## Application Fee and Payment Method

You hereby authorize a one-time payment by credit card for the total application fee due. The application fee is non-refundable. Refer to your Application for details.

Name on Application \_\_\_\_\_

Date of Application submission \_\_\_\_\_

Name of property \_\_\_\_\_

Name of (management) company \_\_\_\_\_

Credit card type \_\_\_\_\_

Credit card # \_\_\_\_\_ Exp. date (MM/YY) \_\_\_\_\_

Name as it appears on card \_\_\_\_\_

Billing address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

### ACH Payment Option:

Bank account # \_\_\_\_\_

Bank routing # \_\_\_\_\_

Name of account holder \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

**Check Payment Option:** Name of account holder \_\_\_\_\_

Bank Account Number \_\_\_\_\_

Check Number \_\_\_\_\_

Bank Routing Number \_\_\_\_\_

### FOR OFFICE USE ONLY

1. Apt. name or dwelling address (street, city): \_\_\_\_\_ Unit # or type: \_\_\_\_\_
2. Person accepting application: \_\_\_\_\_ Phone: \_\_\_\_\_
3. Person processing application: \_\_\_\_\_ Phone: \_\_\_\_\_
4. Date that the applicant or co-applicant was notified  by telephone,  by letter,  by email, or  in person of  acceptance or  nonacceptance: \_\_\_\_\_  
(Deadline for applicant and all co-applicants to sign lease is three days after notification of acceptance in person or by telephone, five days if by mail.)
5. Name of person or persons notified (if there are more than one applicant, at least one of them must be notified): \_\_\_\_\_
6. Name of owner's representative who notified the applicant: \_\_\_\_\_

Additional comments: \_\_\_\_\_



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

Date when filled out: \_\_\_\_\_

- Supplemental Information.** The purpose of this Supplemental Rental Application is to determine whether you qualify for affordable rental housing under a government regulated affordable housing program. It is very important that you answer all questions fully and accurately.
- Employment Update.** Present employer: \_\_\_\_\_  
Address: \_\_\_\_\_ City, State, ZIP: \_\_\_\_\_  
Work Phone: \_\_\_\_\_ Position: \_\_\_\_\_

3. **Household Composition.** List all persons, including yourself, who will be living in your household.

| Number of Persons     | Full Name | Relationship | Age | Student Status   |
|-----------------------|-----------|--------------|-----|--|
| 1 (Head of Household) |           |              |     | <input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A |
| 2                     |           |              |     | <input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A |
| 3                     |           |              |     | <input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A |
| 4                     |           |              |     | <input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A |
| 5                     |           |              |     | <input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A |
| 6                     |           |              |     | <input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A |

Does anyone live with you now who is not listed above?  Yes  No. Does anyone plan to live with you in the future who is not listed above?  Yes  No. If you answered "Yes" to any question, please explain: \_\_\_\_\_

Are any of the household members listed above: Foster children?  Yes  No Live-in attendants?  Yes  No

Were any of the names listed above students in the year this application was completed?  Yes  No. Do any of them plan to be students in the year this application is completed?  Yes  No. If you answered "Yes" to either question, please explain: \_\_\_\_\_

4. **Income.** List all income of all adults and persons in your household, including those under 18 (except for income earned from employment by persons under the age of 18 who are dependents of another household member).

| Gross Monthly Income Source: <i>Indicate whether anyone in your household receives income from the following</i> |  | Applicant | Co-Applicant | Other Household Members | Total |
|--|--|-----------|--------------|-------------------------|-------|
| Salary   | <input type="checkbox"/> Yes <input type="checkbox"/> No | \$        | \$           | \$                      | \$    |
| Overtime Pay   | <input type="checkbox"/> Yes <input type="checkbox"/> No | \$        | \$           | \$                      | \$    |
| Commissions and Fees   | <input type="checkbox"/> Yes <input type="checkbox"/> No | \$        | \$           | \$                      | \$    |
| Tips and Bonuses   | <input type="checkbox"/> Yes <input type="checkbox"/> No | \$        | \$           | \$                      | \$    |
| Interest and/or Dividends  | <input type="checkbox"/> Yes <input type="checkbox"/> No | \$        | \$           | \$                      | \$    |
| Net Income from Business   | <input type="checkbox"/> Yes <input type="checkbox"/> No | \$        | \$           | \$                      | \$    |
| Net Rental Income  | <input type="checkbox"/> Yes <input type="checkbox"/> No | \$        | \$           | \$                      | \$    |
| Social Security, Supplemental Security Income  | <input type="checkbox"/> Yes <input type="checkbox"/> No | \$        | \$           | \$                      | \$    |
| Pensions, Retirement Funds, etc.   | <input type="checkbox"/> Yes <input type="checkbox"/> No | \$        | \$           | \$                      | \$    |
| Support from Parents or Relatives  | <input type="checkbox"/> Yes <input type="checkbox"/> No | \$        | \$           | \$                      | \$    |
| Unemployment Benefits  | <input type="checkbox"/> Yes <input type="checkbox"/> No | \$        | \$           | \$                      | \$    |
| Workers' Compensation, etc.  | <input type="checkbox"/> Yes <input type="checkbox"/> No | \$        | \$           | \$                      | \$    |
| Alimony  | <input type="checkbox"/> Yes <input type="checkbox"/> No | \$        | \$           | \$                      | \$    |
| Sources of Child Support:<br>• Court-ordered (regardless if paid)  | <input type="checkbox"/> Yes <input type="checkbox"/> No | \$        | \$           | \$                      | \$    |
| • Voluntary payments   | <input type="checkbox"/> Yes <input type="checkbox"/> No | \$        | \$           | \$                      | \$    |
| • Anticipated payments   | <input type="checkbox"/> Yes <input type="checkbox"/> No | \$        | \$           | \$                      | \$    |
| AFDC/TANF  | <input type="checkbox"/> Yes <input type="checkbox"/> No | \$        | \$           | \$                      | \$    |
| Student Financial Assistance   | <input type="checkbox"/> Yes <input type="checkbox"/> No | \$        | \$           | \$                      | \$    |
| Other: <input type="checkbox"/> Yes <input type="checkbox"/> No (explain)  |  | \$        | \$           | \$                      | \$    |
| <b>TOTAL \$</b>  |  |           |              |                         |       |

5. **Assets.** List all assets of all adults and persons in your household, including those under the age of 18.

| Listing of All Assets  | Cash Value | Annual Interest, Dividends or Rent from Assets | Name of Financial Institution or Description of Asset | Account Number |
|--|------------|--|---|----------------|
| Checking Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No                         | \$         | \$   |   |                |
| Savings Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No                          | \$         | \$   |   |                |
| Credit Union Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No                     | \$         | \$   |   |                |
| Stocks, Bonds or Mutual Funds <input type="checkbox"/> Yes <input type="checkbox"/> No               | \$         | \$   |   |                |
| Real Estate or Home <input type="checkbox"/> Yes <input type="checkbox"/> No                         | \$         | \$   |   |                |
| IRA/Keough Account <input type="checkbox"/> Yes <input type="checkbox"/> No                          | \$         | \$   |   |                |
| Retirement Fund (401(k), 457, 403(b), etc.) <input type="checkbox"/> Yes <input type="checkbox"/> No | \$         | \$   |   |                |
| Pension Fund <input type="checkbox"/> Yes <input type="checkbox"/> No                                | \$         | \$   |   |                |
| Trust Fund <input type="checkbox"/> Yes <input type="checkbox"/> No                                  | \$         | \$   |   |                |
| Mortgage Note Held <input type="checkbox"/> Yes <input type="checkbox"/> No                          | \$         | \$   |   |                |
| Whole Life Insurance <input type="checkbox"/> Yes <input type="checkbox"/> No                        | \$         | \$   |   |                |
| Cash Value   | \$         | \$   |   |                |
| Other: <input type="checkbox"/> Yes <input type="checkbox"/> No (explain)                            | \$         | \$   |   |                |

- Rental Assistance.** Do you receive any type of federal, state, or local government rental assistance?  Yes  No. If yes, please explain: \_\_\_\_\_
- Asset Verification.** Have you disposed of any assets for less than fair market value in the last two years preceding the date of this application?  Yes  No.
- Certification.** By signing this Supplemental Rental Application, you as the applicant are certifying that all the above information is true and correct. You are consenting to disclosure of income and financial information from your employer(s) and any financial institutions where your assets are kept.
- Recertification.** If this form is being used for recertification and you have changed employment during the past year, you must complete the "Your Work" section of the TAA Rental Application.

Applicant

Date of Signing Application

Co-Applicant

Date of Signing Application

