|  |  |
| --- | --- |
| **Administrator:**       | **Contract/RSP Number:**       |
| **Tenant Name:**       | **Coupon Number:**  |
| **1. Unit size** (number of bedrooms)This is the number of bedrooms for which the household qualifies, and is used in determining the amount of assistance to be paid on behalf of the Tenant household to owner/landlord. | **Unit Size:**  |
| **2. Date issued** Insert actual date this Certificate of Eligibility was issued to the Tenant household. | **Issue Date:**  |
| **3. Date certificate expires – 60 days after Issue Date****Tenant has sixty (60) days to use this Certification of Eligibility. If a Request for Unit Approval has not been submitted to Administrator on or before the Expiration Date shown above, this Certification of Eligibility will expire unless an extension is approved in writing.** | **Expiration Date:** |
| **4. Extension Requested?** **[ ]  Yes** **[ ]  No**  | **Extension Expiration Date:**  |
| **Name of Administrator’s Authorized Person:** |  |
| **Title of Administrator’s Authorized Person:** |  |

**NOTICE TO TBRA APPLICANTS:**

**• To be eligible to receive rental assistance through the HOME TBRA Program, Applicant must participate in a self-sufficiency program which is authorized and/or conducted by the Administrator.**

**• Rental assistance provided through the HOME TBRA Program is limited to a maximum of twenty-four (24) months per Rental Coupon Contract. Additional assistance may be available up to a lifetime maximum of sixty (60) months contingent on funding availability and household’s placement on a Section 8 Housing Choice Voucher waiting list.**

 **(Applicant’s Initials)**

**TERMS OF CERTIFICATION OF ELIGIBILITY**

1. **Tenant Based Rental Assistance (TBRA)**
	1. This Certification of Eligibility has been issued by the above-referenced Administrator to the above-referenced Tenant who is eligible to participate in the HOME Tenant-Based Rental Assistance Program. Under this federal program the eligible Tenant selects a safe, decent, and sanitary rental unit and Administrator makes monthly payments directly to the Landlord on behalf of the eligible Tenant.
	2. Administrator is under no obligation to Tenant, or to Landlord, or to any other party until the following has occurred:
		1. Administrator has inspected and approved the rental unit and confirmed that it is in compliance with HUD Housing Quality Standards (HQS), and
		2. Administrator has entered into an agreement with the Landlord.
2. **Key Steps in Receiving the Rental Assistance Coupon**
	1. Tenant must select a rental unit within Administrator’s service area which complies with HQS and has reasonable rent. When Tenant finds a suitable unit, Tenant must provide the following documentation to Administrator:
		1. Request for Unit Approval signed by Tenant and Landlord; and
		2. Copy of the proposed Lease agreement
	2. After Administrator receives the signed Request for Unit Approval, Administrator will inspect the selected unit and review the Landlord’s lease. If the unit complies with HQS and the rent for the unit is reasonable, Administrator will notify the Landlord and Tenant that the unit has been approved.

Note: If the unit or Lease cannot be approved, Administrator will give the Landlord an opportunity to correct the problem, or Tenant can find another unit.

* 1. Administrator will work with the Landlord and Tenant to execute all of the required documents as follows:
		1. The Landlord and Tenant must sign a Lease that has been approved by Administrator and the TDHCA Lease Addendum.
		2. The Landlord and Administrator must sign a Rental Coupon Contract.
		3. After all necessary documents have been signed and Tenant moves into the unit, monthly rent payments to the Landlord will begin.
1. **Security Deposits**
	1. Administrator will pay a security deposit to the Landlord in an amount consistent with the local rental market. When Tenant moves out, the Landlord may apply the security deposit toward unpaid rent or toward repair of damages in accordance with state and local laws. Any remaining security deposit balance due from the Landlord will be paid to Tenant.
2. **Tenant’s and Administrator’s Shares of Rent**
	1. The portion of the rent payable by Tenant (Total Tenant Payment) is calculated based upon Tenant’s ability to pay using TBRA Total Tenant Payment. Tenant must provide Administrator with information about income, assets, and other household circumstances that affect the amount Tenant will pay. Total Tenant Payment may change as a result of changes in income or other household circumstances.
	2. The portion of the rent payable by the TBRA Program (Subsidy) will be paid to Administrator each month by Texas Department of Housing and Community Affairs (TDHCA). Administrator will pay the Subsidy to the Landlord each month on behalf of Tenant.
	3. The portion of utilities for which Tenant is eligible is included in the Subsidy calculation and will be paid to Administrator each month by TDHCA. Administrator will pay the utility portion of the Subsidy to Tenant or to the utility company on behalf of the Tenant. Tenant is responsible for timely payment of all utilities to the appropriate service provider.
3. **Requirements for Participating Tenants**
	1. Tenant must:
		1. Supply information about Tenant’s household income, assets and other household circumstances that affect eligibility and the amount of Total Tenant Payment, and cooperate fully with annual and interim re-certifications.
		2. Allow Administrator to inspect the rental unit at reasonable times and after giving reasonable notice.
		3. Notify Administrator when any additional persons move in or out of the unit, and before vacating the unit.
		4. Use the rental unit as Tenant household’s principal place of residence and solely as a residence for Tenant’s household.
		5. Tenant must not sublease or assign the lease to any other individual(s).
4. **Term of Coupon Assistance**
	1. Assistance under the Tenant-Based Rental Assistance Program is not guaranteed. Assistance may be terminated if:
		1. At any re-certification Tenant’s income is greater than HUD’s published income limit for the TBRA Program; or
		2. Tenant is evicted from a rental unit; or
		3. Tenant provides false information or commits any fraud in connection with the TBRA Program, or fails to cooperate with required re-certifications; or
		4. Funding for the Administrator’s TBRA Program is terminated.
	2. Except in the case of eviction, Administrator will give Tenant at least thirty (30) days notice of termination of assistance.
5. **Expiration and Extension of Certification of Eligibility**
	1. Certification of Eligibility will expire on the date stated on the top of page one unless the household requests an extension in writing and the Administrator grants a written extension in which case the Certification of Eligibility will expire on the date stated.
6. **Equal Opportunity Housing**
	1. If Tenant has reason to believe that he/she has been discriminated against on the basis of race, color, religion, sex, disability, national origin, or familial status. Tenant may file a complaint with the U. S. Department of Housing and Urban Development (HUD).

|  |  |  |
| --- | --- | --- |
| **Signature of Head of Household** |  | **Date** |
| **Signature of Co-Head/Spouse** |  | **Date** |
| **Signature of Administrator’s Authorized Representative** |  | **Date** |

|  |
| --- |
| *Reasonable accommodations will be made for persons with disabilities and language assistance will be made available for persons with limited English proficiency.* |
| **SimpleSeal BLACK med res.jpg** | **Texas Department of Housing and Community Affairs**Street Address: 221 East 11th Street, Austin, TX 78701 Mailing Address: PO Box 13941, Austin, TX 78711Main Number: 512-475-3800 Toll Free: 1-800-525-0657 Email: info@tdhca.texas.gov Web: www.tdhca.texas.gov | Eq Hsng logo transparant |