

## 811 Checklist

EIV Documentation	
	EIV Policy that includes security practices
	List of all staff that has access to EIV data/811 tenant files
	Owner approval letter for EIV access for the coordinators
	Original and Current EIV Coordinator Authorization Access Form (CAAF)
	Original and Current EIV User Authorization Access form (UAAF)
	Rules of Behavior for any staff that has access to EIV data
	Certificate of completion for the Cyber Awareness Training for any staff that has access to EIV data

EIV Master Binder Reports	
	New Hire Summary Report(s)
	Multiple Subsidy Report(s)
	Failed EIV Pre-Screening Report(s)
	Failed Verification Report(s)
	Deceased Tenant Report(s)
	No Income Reported on 50059 <i>(if applicable)</i>
	No Income Reported by HHS or SSA <i>(if applicable)</i>

***EIV Master Binder Reports should include ALL Reports run within the last 12 months***

General Documentation	
	TDHCA approved Rent Schedule(s)
	Current House Rules <i>(all pages)</i>
	Release Unit Request form with approval or email from TDHCA releasing units

Initial Tenant File - please scan in the order referenced below	
	Initial 50059 and any corrected 50059s
	Development Application
	Income and Asset Verification(s)
	Screening for Deductions
	Student Verification(s)
	Section 811 Project Rental Assistance Program Application
	Self Certification of disposed of assets
	HUD-9887 and HUD 9887-A
	Verification of Disability (HUD 90102)
	Fact Sheet "How Your Rent is Determined" <i>or</i> acknowledgement page
	Resident Rights and Responsibilities <i>or</i> acknowledgement page
	EIV and You Brochure <i>or</i> acknowledgement page
	Tenant Selection Plan <i>or</i> acknowledgement page
	Verification of age
	Verification of Social Security
	Proof of screening for drug abuse and other criminal activities
	Supplement to Application for Federally Assisted Housing (HUD 92006)
	Annual Recertification Initial Notice
	Race and Ethnic Data Reporting (HUD 970611-H) for each household member
	Rent Ledger

	HUD Model Lease (HUD-92236-PRA)
	HUD VAWA Addendum
	Move-In/Move Out Inspection Form (HUD-90106)
	TDHCA Inspection waiver form <i>(if applicable)</i>
	House Rules
	Pet Rules Addendum <i>(if applicable)</i>
	Live-in Aide Addendum <i>(if applicable)</i>
	EIV Existing Tenant Search
	Documentation to resolve any discrepancy for the household from the Failed Verification, Deceased Tenant and Multiple Subsidy Reports <i>(if applicable)</i>
	EIV Income Report
	Documentation to resolve any discrepancy from Income Report <i>(if applicable)</i>
	EIV Income Discrepancy Report
	Documentation to resolve any discrepancy from Income Discrepancy Report <i>(if applicable)</i>

Recertification Tenant File(s) - please scan in the order referenced below	
	Recertification 50059 and any corrected 50059s
	Application/Recertification Questionnaire
	Screening for Deductions
	Income and Asset Verification(s)
	Student Verification(s)
	30-day advance notice of rent increase <i>(if applicable)</i>
	Self-Certification of disposed of assets
	HUD-9887 and HUD-9887-A
	Resident Rights and Responsibilities <i>or</i> acknowledgement page
	EIV and You Brochure <i>or</i> acknowledgement page
	Tenant Selection Plan <i>or</i> acknowledgement page
	Supplemental to Application for Federal Assistance HUD-92006
	Annual Recertification Notice Initial for the next year
	Annual Recertification Notice <i>(First, Second if applicable, Third if applicable)</i>
	Annual Unit Inspection
	Rent Ledger
	Lease or Lease Addendum reflecting the new rent amount <i>(if applicable)</i>
	HUD VAWA Addendum
	EIV Summary Report
	Documentation to resolve any discrepancy from the Summary Report <i>(if applicable)</i>
	EIV Income Report
	Documentation to resolve any discrepancy from the Income Report <i>(if applicable)</i>
	EIV Income Discrepancy Report
	Documentation to resolve any discrepancy from the Income Discrepancy Report <i>(if applicable)</i>
	Documentation to resolve any discrepancy for the household from the Failed Verification, Deceased Tenant and Multiple Subsidy Reports <i>(if applicable)</i>

Interim Certification(s) - please scan in the order referenced below	
	Interim 50059 and any corrected 50059s
	Interim Application or Questionnaire
	Income and Asset Verification(s)
	Screening for Deductions
	Student Verification(s)

	30-day advance notice of rent increase <i>(if applicable )</i>
	Self-Certification of disposed of assets
	Fact Sheet How Your Rent is Determined <i>or</i> acknowledgement page
	EIV Summary Report
	Documentation to resolve any discrepancy from the Summary Report <i>(if applicable)</i>
	EIV Income Report
	Documentation to resolve any discrepancy from the Income Report <i>(if applicable)</i>
	EIV Income Discrepancy Report
	Documentation to resolve any discrepancy from the Income Discrepancy Report <i>(if applicable)</i>
	Documentation to resolve any discrepancy for the household from the Failed Verification, Deceased Tenant and Multiple Subsidy Reports <i>(if applicable)</i>

<b>Gross Rent Certification(s)</b>	
	Gross Rent 50059-A and any corrected 50059-As

**Owner's Certification of Compliance  
with HUD's Tenant Eligibility  
and Rent Procedures**

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

Office of Housing  
Federal Housing Commissioner

NOT for submission to the Federal Government  
Landlord's Official Record of Certification

OMB Approval No. 2502-0204  
(Exp. 06/30/2017)

**Section A. Acknowledgements**

Read this before you complete and sign this form HUD-50059

**Public Reporting Burden.** The reporting burden for this collection of information is estimated to average 55 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (2502-0204), Washington, DC 20503. The information is being collected by HUD to determine an applicant's eligibility, the recommended unit size, and the amount the tenant(s) must pay toward rent and utilities. HUD uses this information to assist in managing certain HUD properties, to protect the Government's financial interest, and to verify the accuracy of the information furnished. HUD or a Public Housing Authority (PHA) may conduct a computer match to verify the information you provide. This information may be released in accordance with HUD's Computer Matching Agreement (CMA) between the Social Security Administration and the Department of Health and Human Services. You must provide all of the information requested, including the Social Security Numbers (SSNs), unless exempted by 24 CFR 5.216, you, and all other household members, have and use. Giving the SSNs of all household members, unless exempted by 24 CFR 5.216, is mandatory; not providing the SSNs will affect your eligibility approval. Failure to provide any information may result in a delay or rejection of your eligibility approval.

**Privacy Act Statement.** The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937, as amended (42 U.S.C. 1437 et. seq.); the Housing and Urban-Rural Recovery Act of 1983 (P.L. 98-181); the Housing and Community Development Technical Amendments of 1984 (P.L. 98-479); and by the Housing and Community Development Act of 1987 (42 U.S.C. 3543).

**Tenant(s)' Certification** - I/We certify that the information in Sections C, D, and E of this form are true and complete to the best of my/our knowledge and belief. I/We understand that I/we can be fined up to \$10,000, or imprisoned up to five years, or lose the subsidy HUD pays and have my/our rent increased, if I/we furnish false or incomplete information.

**Owner's Certification** - I certify that this Tenant's eligibility, rent and assistance payments have been computed in accordance with HUD's regulations and administrative procedures and that all required verifications were obtained.

**Warning to Owners and Tenants.** By signing this form, you are indicating that you have read the above Privacy Act Statement and are agreeing with the applicable Certification.

**False Claim Statement.** Warning: U.S. Code, Title 31, Section 3729, False Claims, provides a civil penalty of not less than \$5,000 and not more than \$10,000, plus 3 times the amount of damages for any person who knowingly presents, or causes to be presented, a false or fraudulent claim; or who knowingly makes, or caused to be used, a false record or statement; or conspires to defraud the Government by getting a false or fraudulent claim allowed or paid.

**Certification Summary from Page 2**

Name of Project	Effective Date	Certification Type	Anticipated Voucher Date
Head of Household	Total Tenant Payment	Assistance Payment	Tenant Rent
Unit Number	Extenuating Circumstances Code		

**Tenant Signatures**

Head of Household	Date	Other Adult	Date
Spouse / Co-Head	Date	Other Adult	Date
Other Adult	Date	Other Adult	Date
Other Adult	Date	Other Adult	Date
Other Adult	Date	Other Adult	Date
Other Adult	Date	Other Adult	Date
Other Adult	Date	Other Adult	Date

**Owner/Agent Signature**

Owner/Agent <i>Harper Riley</i>	Date
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**Owner's Certification of Compliance  
with HUD's Tenant Eligibility  
and Rent Procedures**

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

Office of Housing  
Federal Housing Commissioner

For Personal Records ONLY - not for  
Submission to the Federal Government

Record for Landlords  
(Exp. 06/30/2017)

**Section B. Summary Information**

1. Project Name	12. Effective Date 13. Anticipated Voucher Date 14. Next Recertification Date	21. Unit Number 22. No. of Bedrooms 23. Building ID 24. Unit Transfer Code 25. Previous Unit No. 26. Security Deposit 27. 236 Basic/BMIR Rent 28. Market Rent 29. Contract Rent 30. Utility Allowance 31. Gross Rent 32. TTP at RAD Conversion
2. Subsidy Type 3. Secondary Subsidy Type 4. Property ID 5. Project Number 6. Contract Number 7. Project iMAX ID 8. Plan of Action Code 9. HUD-Owned Project? 10. Previous Housing Code 11. Displacement Status Code	15. Project Move-In Date 16. Certification Type 17. Action Processed 18. Correction Type 19. EIV Indicator 20. Prev. Subsidy Type	

**Section C. Household Information**

33. No.	34. Last Name	35. First Name	36. MI	37. Rel.	38. Sex	39. Race	40. Eth	41. Birth Date	42. Special Status	43. Stdnt Stat.	44. ID Code (SSN)	45. SSN Excp	46. Ctzn Code	47. Alien Reg. Number	48. Age	49. Work Codes
01																
02																
03																
04																
05																
06																
07																
08																

50. Family has Mobility Disability? 51. Family has Hearing Disability? 52. Family has Visual Disability?	53. Number of Family Members 54. Number of Non-Family Members 55. Number of Dependents 56. Number of Eligible Members	57. Expected Family Addition - Adoption 58. Expected Family Addition - Pregnancy 59. Expected Family Addition - Foster Children
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60. Previous Head Last Name 61. Previous Head First Name 62. Previous Head Middle Initial	63. Active Full Cert. Effective Date 64. Previous Head ID 65. Previous Head Birth Date
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**Section D. Income Information**

**Section E. Asset Information**

66. Mbr. No.	67. Income Type Code	68. Amount	69. SSN Benefits Claim No.	75. Mbr. No.	76. Description	77. Status	78. Cash Value	79. Actual Yearly Income	80. Date Divested

70. Total Employment Income 71. Total Pension Income 72. Total Public Assistance Income 73. Total Other Income 74. Total Non-Asset Income	81. Total Cash Value of Assets 82. Actual Income from Assets 83. HUD Passbook Rate 84. Imputed Income from Assets 85. Asset Income
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**Section F. Allowances & Rent Calculations**

86. Total Annual Income 87. Low Income Limit 88. Very Low Income Limit 89. Extremely Low Income Limit 90. Current Income Status 91. Eligibility Universe Code 92. Sec. 8 Assist. 1984 Indicator 93. Income Exception Code 94. Police / Security Tenant? 95. Survivor of Qualifier? 96. Household Citizenship Eligibility	97. Deduction for Dependents 98. Child Care Expense (work) 99. Child Care Expense (school) 100. 3% of Income 101. Disability Expense 102. Disability Deduction 103. Medical Expense 104. Medical Deduction 105. Elderly Family Deduction 106. Total Deductions 107. Adjusted Annual Income	108. Total Tenant Payment 109. TTP Before Override 110. Tenant Rent 111. Utility Reimbursement 112. Assistance Payment 113. Welfare Rent 114. Rent Override 115. Hardship Exemption 116. Waiver Type Code 117. Eligibility Check Not Required 118. Extenuating Circumstances Code
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# Lorena Springs

# Residential Application

## Applicant Information

Full Name: Charlie Cole      Birthdate: 04/06/2000      Social Security Number: 123-45-6789

Address: 1234 Street, Lorena, TX 76655      Driver License# : 55667788      State: TX

Home phone: 254-123-4567      Cell phone:      Work phone:

Email address: [corgicole@mail.com](mailto:corgicole@mail.com)

Marital Status: Single **YES**     Married      U.S. Citizen?  **Yes**     No

Do you or does any occupant smoke?  Yes     No

I am applying for the apartment located at: 5678 Lorena Street, Lorena, TX 76655

Is there another co-applicant?  Yes     No

Co-applicant name:      Email:

Co-applicant name:      Email:

## Other Occupants

Full Name:      Relationship:

Birthdate      Social Security Number:

Driver License #:      State:

Government ID #:

Full Name:      Relationship:

Birthdate      Social Security Number:

Driver License #:      State:

Government ID #:

**Where You Live**

**Current home address (where you live now):** 123 Street, Lorena, TX 76655

**Do you**  **Rent**  **Own?** **Beginning date of residency:** 10/1/20 **Monthly payment:** \$600/mn

**Apartment name:** Lorena Texas Behavioral Health

**Name of owner or manager:** Nancy Ford, LWSC **Phone:** 254-123-4567

**Reason for leaving:**

**Previous home address:** 123 Street, Lorena, TX 76655

**Do you**  **Rent**  **Own?** **Beginning date of residency:** 10/1/19 **Monthly payment:** \$500/mn

**Apartment name:** Lorena Texas Behavioral Health

**Name of owner or manager:** Nancy Ford, LWSC **Phone:** 254-123-4567

**Reason for leaving:**

**Your Work**

**Current employer:** None **Address:**

**Work phone:** **Beginning date of employment:**

**Gross monthly income:** \$ **Position:**

**Supervisor name:** **Phone number:**

**Previous employer:** None **Address:**

**Work phone:** **Beginning date of employment:**

**Ending date of employment:**

**Gross monthly income:** \$ **Position:**

**Supervisor name:** **Phone number:**

**Additional Income**

Type: Social Security                      Source: SSA                      Gross monthly income: \$ 1366.66

Type:    Source:    Gross monthly income: \$

**Credit History**

If applicable, please explain any past credit problem:

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**Rental and Criminal History**

Check only if applicable

Have you or any applicant listed on the Application ever:

- Been evicted or asked to move out?

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- Moved out of a dwelling before the end of the lease term without the owner's consent?

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- Declared bankruptcy?

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- Been sued for rent?

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- Been sued for property damage?

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- Been convicted or received probation (other than deferred adjudication) for a felony, sex crime or any crime against persons or property?

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This Application and the Lease are binding documents when signed.

*Charlie Cole*

8/1/21

Applicant's signature

Date

SOCIAL SECURITY ADMINISTRATION

Date: March 10, 2021  
ENC#: 12AB3425C678910  
REF : DI

Charlie R Cole  
1234 Street  
Lorena, TX 76655-1234

You asked us for information from your record. The information that you requested is shown below. If you want anyone else to have this information, you may send them this letter.

Information About Social Security Income Payments

Beginning January 2021, the current  
Social Security Income Payment is.....\$1366.66

Social Security Payments are paid the month they are due. (For example, Social Security Income Payments for March are paid in March.)

Type of Social Security Income Payment Information

You are entitled to monthly payments as a disabled individual.

SUSPECT SOCIAL SECURITY FRAUD?

Please visit <http://oig.ssa.gov/r> or call the Inspector General's Fraud Hotline at 1-800-124-5789 (TTY 1-866-987-5421).

IF YOU HAVE QUESTIONS

We invite you to visit our web site at [www.socialsecurity.gov](http://www.socialsecurity.gov) on the Internet to find general information about Social Security. If you have any specific questions, you may call us toll-free at 1-800-123-4567, or call your local office at 866-321-7654. We can answer most questions over the phone. If you are deaf or hard of hearing, you may call our TTY number, 1-800-111-2222. You can also write or visit any Social Security office. The office that serves your area is located at:

Social Security  
1243 Street  
Lorena, TX 76655

If you do call or visit an office, please have this letter with you. It will help us answer your questions. Also, if you plan to visit an office, you may call ahead to make an appointment. This will help us serve you more quickly when you arrive at the office.

Office Manager

**Lorena Credit Union**

456 Street  
 Lorena, TX 76655

**Checking Account**

Customer service information  
 1-800-123-4567  
 Lorenacreditunion.com

Charlie R Cole  
 1234 Street  
 Lorena, TX 76655

Checking Account  
 Statement Date: May 1, 2021-May 31, 2021

Account Number: 123456

**Account Summary**

<b>Beginning Balance as of May 1, 2021</b>	<b>\$125.00</b>
Deposits and other credits	\$1,320.00
Withdrawals and other debits	\$1,245.00
Checks	\$0.00
<b>Ending Balance as of May 31, 2021</b>	<b>\$200.00</b>

Transactions	Debits	Credits	Balance
Beginning Balance May 1, 2021	\$1,320.00	\$1,195.00	\$125.00
Social Security Administration	\$1,320.00	\$0.00	\$1,445.00
Rent	\$0.00	\$320.00	\$1,125.00
Lorena Electric	\$0.00	\$80.00	\$1,045.00
Lorena Water and Sewer	\$0.00	\$45.00	\$1,000.00
Hot Rod Automotive	\$0.00	\$200.00	\$800.00
McLennan Life Insurance	\$0.00	\$50.00	\$750.00
Grocery Store	\$0.00	\$350.00	\$400.00
Wally World	\$0.00	\$200.00	\$200.00
<b>Total</b>	<b>\$1,320.00</b>	<b>\$1,245.00</b>	<b>\$200.00</b>
<b>Ending Balance May 31, 2021</b>			<b>\$200.00</b>

**Lorena Credit Union**

456 Street  
 Lorena, TX 76655

**Checking Account**

Customer service information  
 1-800-123-4567  
 Lorenacreditunion.com

Charlie R Cole  
 1234 Street  
 Lorena, TX 76655

Checking Account  
 Statement Date: June 1, 2021-June 30, 2021

Account Number: 123456

**Account Summary**

<b>Beginning Balance as of June 1, 2021</b>	<b>\$125.00</b>
Deposits and other credits	\$1,320.00
Withdrawals and other debits	\$1,245.00
Checks	\$0.00
<b>Ending Balance as of June 30, 2021</b>	<b>\$200.00</b>

Transactions	Debits	Credits	Balance
Beginning Balance June 1, 2021	\$1,320.00	\$1,195.00	\$125.00
Social Security Administration	\$1,320.00	\$0.00	\$1,445.00
Rent	\$0.00	\$320.00	\$1,125.00
Lorena Electric	\$0.00	\$80.00	\$1,045.00
Lorena Water and Sewer	\$0.00	\$45.00	\$1,000.00
Hot Rod Automotive	\$0.00	\$200.00	\$800.00
McLennan Life Insurance	\$0.00	\$50.00	\$750.00
Grocery Store	\$0.00	\$350.00	\$400.00
Wally World	\$0.00	\$200.00	\$200.00
<b>Total</b>	<b>\$1,320.00</b>	<b>\$1,245.00</b>	<b>\$200.00</b>
<b>Ending Balance June 30, 2021</b>			<b>\$200.00</b>

**Lorena Credit Union**

456 Street  
 Lorena, TX 76655

**Checking Account**

Customer service information  
 1-800-123-4567  
 Lorenacreditunion.com

Charlie R Cole  
 1234 Street  
 Lorena, TX 76655

Checking Account  
 Statement Date: July 1, 2021-July 31, 2021

Account Number: 123456

**Account Summary**

<b>Beginning Balance as of July 1, 2021</b>	<b>\$125.00</b>
Deposits and other credits	\$1,320.00
Withdrawals and other debits	\$1,245.00
Checks	\$0.00
<b>Ending Balance as of July 31, 2021</b>	<b>\$200.00</b>

Transactions	Debits	Credits	Balance
Beginning Balance July 1, 2021	\$1,320.00	\$1,195.00	\$125.00
Social Security Administration	\$1,320.00	\$0.00	\$1,445.00
Rent	\$0.00	\$320.00	\$1,125.00
Lorena Electric	\$0.00	\$80.00	\$1,045.00
Lorena Water and Sewer	\$0.00	\$45.00	\$1,000.00
Hot Rod Automotive	\$0.00	\$200.00	\$800.00
McLennan Life Insurance	\$0.00	\$50.00	\$750.00
Grocery Store	\$0.00	\$350.00	\$400.00
Wally World	\$0.00	\$200.00	\$200.00
<b>Total</b>	<b>\$1,320.00</b>	<b>\$1,245.00</b>	<b>\$200.00</b>
<b>Ending Balance July 31, 2021</b>			<b>\$200.00</b>

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 Lorena, TX 76655

**Checking Account**

Customer service information  
 1-800-123-4567  
 Lorenacreditunion.com

Charlie R Cole  
 1234 Street  
 Lorena, TX 76655

Checking Account  
 Statement Date: August 1, 2021-August 31, 2021

Account Number: 123456

**Account Summary**

<b>Beginning Balance as of August 1, 2021</b>	<b>\$125.00</b>
Deposits and other credits	\$1,320.00
Withdrawals and other debits	\$1,245.00
Checks	\$0.00
<b>Ending Balance as of August 31, 2021</b>	<b>\$200.00</b>

Transactions	Debits	Credits	Balance
Beginning Balance August 1, 2021	\$1,320.00	\$1,195.00	\$125.00
Social Security Administration	\$1,320.00	\$0.00	\$1,445.00
Rent	\$0.00	\$320.00	\$1,125.00
Lorena Electric	\$0.00	\$80.00	\$1,045.00
Lorena Water and Sewer	\$0.00	\$45.00	\$1,000.00
Hot Rod Automotive	\$0.00	\$200.00	\$800.00
McLennan Life Insurance	\$0.00	\$50.00	\$750.00
Grocery Store	\$0.00	\$350.00	\$400.00
Wally World	\$0.00	\$200.00	\$200.00
<b>Total</b>	<b>\$1,320.00</b>	<b>\$1,245.00</b>	<b>\$200.00</b>
<b>Ending Balance August 31, 2021</b>			<b>\$200.00</b>

**Lorena Credit Union**

456 Street  
 Lorena, TX 76655

**Checking Account**

Customer service information  
 1-800-123-4567  
 Lorenacreditunion.com

Charlie R Cole  
 1234 Street  
 Lorena, TX 76655

Checking Account  
 Statement Date: September 1, 2021-September 30, 2021

Account Number: 123456

**Account Summary**

<b>Beginning Balance as of September 1, 2021</b>	<b>\$125.00</b>
Deposits and other credits	\$1,320.00
Withdrawals and other debits	\$1,245.00
Checks	\$0.00
<b>Ending Balance as of September 30, 2021</b>	<b>\$200.00</b>

Transactions	Debits	Credits	Balance
Beginning Balance September 1, 2021	\$1,320.00	\$1,195.00	\$125.00
Social Security Administration	\$1,320.00	\$0.00	\$1,445.00
Rent	\$0.00	\$320.00	\$1,125.00
Lorena Electric	\$0.00	\$80.00	\$1,045.00
Lorena Water and Sewer	\$0.00	\$45.00	\$1,000.00
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McLennan Life Insurance	\$0.00	\$50.00	\$750.00
Grocery Store	\$0.00	\$350.00	\$400.00
Wally World	\$0.00	\$200.00	\$200.00
<b>Total</b>	<b>\$1,320.00</b>	<b>\$1,245.00</b>	<b>\$200.00</b>
<b>Ending Balance September 30, 2021</b>			<b>\$200.00</b>

**Lorena Credit Union**

456 Street  
 Lorena, TX 76655

**Checking Account**

Customer service information  
 1-800-123-4567  
 Lorenacreditunion.com

Charlie R Cole  
 1234 Street  
 Lorena, TX 76655

Checking Account  
 Statement Date: October 1, 2021-October 31, 2021

Account Number: 123456

**Account Summary**

<b>Beginning Balance as of October 1, 2021</b>	<b>\$125.00</b>
Deposits and other credits	\$1,320.00
Withdrawals and other debits	\$1,245.00
Checks	\$0.00
<b>Ending Balance as of October 31, 2021</b>	<b>\$200.00</b>

Transactions	Debits	Credits	Balance
Beginning Balance October 1, 2021	\$1,320.00	\$1,195.00	\$125.00
Social Security Administration	\$1,320.00	\$0.00	\$1,445.00
Rent	\$0.00	\$320.00	\$1,125.00
Lorena Electric	\$0.00	\$80.00	\$1,045.00
Lorena Water and Sewer	\$0.00	\$45.00	\$1,000.00
Hot Rod Automotive	\$0.00	\$200.00	\$800.00
McLennan Life Insurance	\$0.00	\$50.00	\$750.00
Grocery Store	\$0.00	\$350.00	\$400.00
Wally World	\$0.00	\$200.00	\$200.00
<b>Total</b>	<b>\$1,320.00</b>	<b>\$1,245.00</b>	<b>\$200.00</b>
<b>Ending Balance October 31, 2021</b>			<b>\$200.00</b>

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
SUPPLEMENT TO THE INTAKE APPLICATION**

Participation in a TDHCA Tenant Based Rental Assistance Program requires the determination of adjusted income to calculate the amount of subsidy assistance your household may be eligible for. Adjusted income is also used to determine the required tenant paid rent of a household identified as over income at recertification on a HOME Rental development. Information disclosed on this form will only be used to determine eligible deductions. If there are any questions that you do not understand, please contact the Administrator, Owner or Management.

**Applicant/Resident Name:** Charlie Cole

**A. DEPENDENT DEDUCTION (Some household members cannot qualify for this deduction regardless of age, disability, or student status: Head of household, spouse, co-head, a foster child, an unborn child, a child who has not yet joined the family, or a live-in aide.)**

Is the household comprised of a family member under the age of 18?  NO  YES, who? \_\_\_\_\_  
 Is the household comprised of a family member with disabilities?  NO  YES, who? Charlie Cole  
 Is the household comprised of a family member who is a full-time student?  NO  YES, who? \_\_\_\_\_

**B. CHILD CARE EXPENSES DEDUCTION**

Is the household paying for the care of children age 12 or under?  NO  YES, for whom? \_\_\_\_\_

If YES, Please answer the following questions:

- Does the child care enable an adult household member to (check)  Seek employment **OR**  Be gainfully employed **OR**  Further his/her education (academic or vocational)?  NO  YES, who? \_\_\_\_\_
- Is there an adult household member capable of providing care during the hours care is needed?  NO  YES
- Is the child care provided by a member who comprises the household?  NO  YES, who? \_\_\_\_\_
- Is the household reimbursed by an outside Agency or Individual?  NO  YES, who? \_\_\_\_\_

**C. DISABILITY ASSISTANCE EXPENSES DEDUCTION**

Is the household paying for attendant care and/or an auxiliary apparatus?  NO  YES, for whom? \_\_\_\_\_

If YES, Please answer the following questions:

- Does the care and/or use of the auxiliary apparatus enable an adult household member to work?  NO  YES, who? \_\_\_\_\_
- Is the household reimbursed by an Agency and/or Individual for these costs?  NO  YES, who? \_\_\_\_\_
- Identify the type of care and/or apparatus paid for: \_\_\_\_\_

**D. ELDERLY OR DISABLED FAMILY DEDUCTION**

Is the head of household, spouse, or co-head at least 62 years of age or older?  NO  YES, who? \_\_\_\_\_  
 Is the head of household, spouse, or co-head a person with a disability?  NO  YES, who? Charlie Cole

**E. MEDICAL EXPENSES DEDUCTION (If your household qualifies for the deduction listed in "D" then medical expenses for ALL household members may be eligible for deduction)**

Identify any of the following medical expenses?	Estimated Annual Costs	Can Support for expenses be provided?
Medicare <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES		<input type="checkbox"/> NO <input type="checkbox"/> YES
Doctor Co-Pays <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES		<input type="checkbox"/> NO <input type="checkbox"/> YES
Prescription Costs <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES		<input type="checkbox"/> NO <input type="checkbox"/> YES
Medical Deduction Costs <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES		<input type="checkbox"/> NO <input type="checkbox"/> YES
Over the Counter Costs <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES		<input type="checkbox"/> NO <input type="checkbox"/> YES
Other: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES		<input type="checkbox"/> NO <input type="checkbox"/> YES

Is the household reimbursed by an Agency and/or Individual for any of these costs?  NO  YES, who? \_\_\_\_\_  
 Did the household have any one-time non-recurring medical expenses?  NO  YES, explain? \_\_\_\_\_

**F. APPLICANT/RESIDENT CERTIFICATION**

I certify that the above information is true and correct,

Charlie Cole  
Applicant/Resident Printed Name

Signature

10/01/2021  
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.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
**CERTIFICATION OF STUDENT ELIGIBILITY (HTC/BOND/TCEP/TCAP)**

**Applicant/Tenant:** \_\_\_\_\_

Circle A, B or C as applicable (**Note:** Students include those attending public or private elementary schools, middle or junior high schools, senior high schools, colleges, universities, technical, trade or mechanical schools, but does not include those attending on-the-job training courses). Also, a student is defined as someone who attends school full-time for any part of five or more months in a calendar year (months need not be consecutive):

- A. Household contains at least one occupant who is not a student, has not been a student, and will not be during the current and/or upcoming calendar year. If this item is checked, no further information is needed.
- B. Household contains all students, but is qualified because the following occupant(s):  
\_\_\_\_\_ is/are part-time student(s). Provide documentation of part-time student status for at least one member of the household.
- C. Household contains all full-time students for five or more months during the current and/or upcoming calendar year (months need not be consecutive). If this item is selected, questions 1-5, below must be completed.

- |    |  |     |    |
|----|--|-----|----|
| 1. | Is at least one student receiving assistance under title IV of the Social Security Act (for example, payments under AFDC)?   | Yes | No |
| 2. | Was at least one student previously under the care and placement of the state agency responsible for administering foster care? (provide documentation of participation)   | Yes | No |
| 3. | Does at least one student participate in a program receiving assistance under the Job Training Partnership Act (JTPA), Workforce Investment Act or under other similar federal, state or local laws? (attach documentation of participation) | Yes | No |
| 4. | Is at least one student a single parent with child(ren) <i>and</i> this parent is not a dependent of another individual <i>and</i> the child(ren) is/are not dependent(s) of someone other than a parent?                                    | Yes | No |
| 5. | Are the students married and entitled to file a joint tax return?  | Yes | No |

Households composed entirely of full-time students that are income eligible and satisfy one or more of the above conditions are considered eligible. If questions 1-5 are marked NO, or verification does not support the exception indicated, the household is considered an ineligible student household.

Under penalties of perjury, I/we certify that the information presented in this Annual Student Certification is true and accurate to the best of my/our knowledge and belief. I/we agree to notify management immediately of any changes in this household's student status. 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.

*Charlie Cole*

10/1/21

\_\_\_\_\_  
Signature of Applicant/Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant/Tenant

\_\_\_\_\_  
Date

### C. **Age**

Owners may need to verify age for several reasons: to determine eligibility for a property restricted to elderly persons or families or to determine whether a person is old enough to sign a legally binding contract. Owners may also need to verify age to determine whether a family is entitled to certain allowances based upon the age of the head, spouse, co-head, or minor. Verification of age may be obtained using any of the documents listed in **Appendix 3**.

### **3-29 Verification of the Need for an Assistance Animal**

Some applicants or residents may require the use of assistance animals as a reasonable accommodation for a disability. (See the glossary for a definition of assistance animals).

- A. An owner may verify that the applicant or resident has a disability and that there is a disability-related need for the requested accommodation, in this case the assistance animal.
- B. The owner may require the applicant or resident to provide documentation of the disability and the need for the animal from an appropriate third party, such as a medical provider, mental health provider, or other professional in a position to provide this verification. For example, if a tenant or applicant seeks a reasonable accommodation for an assistance animal that provides emotional support, that individual may be required to provide documentation from a physician, psychiatrist, social worker, or other mental health professional that the animal provides support that alleviates one or more of the identified symptoms or effects of an existing disability.
- C. The owner must implement its policy related to inquiries consistently for all applicants requesting permission to keep an assistance animal. However, a tenant or applicant should not be required to provide documentation of the disability or the disability-related need for the assistance animal if the disability is or the need is readily apparent or already known to the provider. For example, a blind tenant should not be required to provide documentation of his or her disability and the need for a guide dog.

### **3-30 Verification of Income Eligibility**

Verifications of all sources of income required by HUD to be included in a family's income and used to determine applicant eligibility are described further in Chapter 5, Section 3. \*This includes using the EIV system for up-front verification of employment and income information.\*

### **3-31 \*Verification\* of Social Security Numbers**

- A. \*Applicants and tenants, excluding individuals who do not contend eligible immigration status and tenants age 62 or older as of January 31, 2010, whose initial determination of eligibility was begun before January 31, 2010, must disclose and provide verification of the complete and accurate SSN assigned to

each household member. (See Paragraph 3-9 for more information on SSN requirements.)

- B. Adequate documentation to verify the SSN of an individual is a social security card issued by the SSA, an original document issued by a federal or state government agency which contains the name and SSN of the individual along with identifying information of the individual, or other acceptable evidence of the SSN listed in **Appendix 3**.
- C. Owners may reject documentation of the SSN provided by the applicant or tenant that:
  - 1. Is not an original document; or
  - 2. Is the original document but it has been altered, mutilated, or is not legible; or
  - 3. Appears to be a forged document (e.g., does not appear to be authentic)\*.

### 3-32 Verification of Citizenship and Immigration Status

- A. In properties subject to the restriction on assistance to noncitizens (see paragraph 3-12 F), owners may require that applicants provide verification of citizenship and must require that noncitizens provide verification of immigration status. The verification process for immigration status is dependent upon receiving information from the DHS. Because the process of verification can involve a number of steps and may result in "partial" eligibility, verification of immigration status has been covered in Section 1 of this chapter.
- B. **Access to Services for Persons with LEP.** Housing owners must take reasonable steps to ensure meaningful access to the information and services they provide for persons with LEP. This may include interpreter services and/or written materials translated into other languages. See HUD Guidance referenced in Paragraph 2-9.C for further details.

### 3-33 Verifying Eligibility of a Student for Assistance

- A. **Verification of Eligibility of Students for Section 8 Assistance**
  - 1. Verifying parents' income.
    - a. Owners must verify parents income each time they determine the eligibility of the student to receive Section 8 assistance unless the student can demonstrate his or her independence from parents. (See Paragraph 3-13 for determining a student's eligibility.)
    - b. Owners may accept a signed declaration and certification of income from the parents, which includes a penalty of perjury clause.

# SECTION 811 PROJECT RENTAL ASSISTANCE PROGRAM APPLICATION

**TDHCA Point of Contact:**

[811info@tdhca.state.tx.us](mailto:811info@tdhca.state.tx.us)

**Instructions for completing application**

*Referral Agent: Please assist the applicant to complete the information below. Include information for all persons who plan to live in the Section 811 unit except where otherwise indicated.*

**REFERRAL AGENT INFORMATION**

Contact information for the Referral Agent.

Referral Agent Name: \_\_\_\_\_

Agency: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

**APPLICANT CONSENT TO RELEASE INFORMATION**

As an Applicant to the Section 811 Project Rental Assistance Program, I authorize the Referral Agent named above to share the following information with the TDHCA Point of Contact and/or properties selected under Property Options and the TDHCA Point of Contact named above to share following information with properties selected under Property Options: all information used to determine income, assets, allowances, deductions, program eligibility and family composition including, but not limited to income verification including bank statements, Social Security Administration award letters; personal information including birth certificates, Social Security numbers; eligibility information including disability, criminal history, rental history. By signing this form I hereby authorize the release of the requested information.

**APPLICANT INFORMATION**

Head of Household Name: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Phone No: \_\_\_\_\_ Alternate Phone No: \_\_\_\_\_

Email: \_\_\_\_\_ Medicaid ID No: \_\_\_\_\_

**LIST ALL MEMBERS THAT WILL BE LIVING IN THE HOUSEHOLD**

Will there be a live-in aide in this unit who is not a family member? *Select one*  Yes  No

Is the household size expected to increase, e.g. pregnancy, child in other care, etc.? *Select one*  Yes  No

Household Members (List Head of Household first)	DATE OF BIRTH	GENDER	SOCIAL SECURITY #	RELATIONSHIP TO HEAD OF HOUSEHOLD	SPECIAL STATUS	DISABLED?
1.		<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Not Disclosed		Head	<input type="checkbox"/> Student <input type="checkbox"/> Veteran <input type="checkbox"/> Displaced <input type="checkbox"/> Joint Custody	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.		<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Not Disclosed			<input type="checkbox"/> Student <input type="checkbox"/> Veteran <input type="checkbox"/> Displaced <input type="checkbox"/> Joint Custody	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.		<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Not Disclosed			<input type="checkbox"/> Student <input type="checkbox"/> Veteran <input type="checkbox"/> Displaced <input type="checkbox"/> Joint Custody	<input type="checkbox"/> YES <input type="checkbox"/> NO
4.		<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Not Disclosed			<input type="checkbox"/> Student <input type="checkbox"/> Veteran <input type="checkbox"/> Displaced <input type="checkbox"/> Joint Custody	<input type="checkbox"/> YES <input type="checkbox"/> NO
5.		<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Not Disclosed			<input type="checkbox"/> Student <input type="checkbox"/> Veteran <input type="checkbox"/> Displaced <input type="checkbox"/> Joint Custody	<input type="checkbox"/> YES <input type="checkbox"/> NO

Was any Household member 62 or older as of January 31, 2010, who does not have a SSN, and whose initial determination of eligibility was prior to January 31, 2010?  Yes  No

If yes, who and where?: \_\_\_\_\_

**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/>.

HOUSEHOLD MEMBER	LIST ALL STATES IN WHICH THE HOUSEHOLD MEMBER HAS RESIDED
1.	
2.	
3.	
4.	
5.	

**TOTAL HOUSEHOLD INCOME: LIST ALL MONEY EARNED OR RECEIVED BY EVERYONE LIVING IN YOUR HOUSEHOLD.**

HOUSEHOLD MEMBER	EMPLOYER	TOTAL WEEKLY WAGES	TANF	CHILD SUPPORT MONTHLY	SOCIAL SECURITY BENEFITS	IS SS INCOME DUAL ENTITLEMENT?	UNEMPLOYMENT BENEFITS	ALL OTHER INCOME
1.						<input type="checkbox"/> YES <input type="checkbox"/> NO		
2.						<input type="checkbox"/> YES <input type="checkbox"/> NO		
3.						<input type="checkbox"/> YES <input type="checkbox"/> NO		
4.						<input type="checkbox"/> YES <input type="checkbox"/> NO		
5.						<input type="checkbox"/> YES <input type="checkbox"/> NO		

ARE YOU OR ANYONE IN YOUR HOUSEHOLD SELF EMPLOYED?  YES  NO

Have you or any member lived in any assisted housing?  YES  NO

If yes, list where and when \_\_\_\_\_

Do you or any member of your household owe money to a Public Housing Authority?  YES  NO

If yes, please explain: \_\_\_\_\_

**Housing Type-**

- Nursing Facility   
 ICF-ID   
 Homeless   
 Living with Family  
 Youth Residential Treatment Center   
 Other: \_\_\_\_\_

**ASSETS: PLEASE CHECK ALL THAT APPLY**

HOUSEHOLD MEMBER	CHECKING/SAVINGS	REAL ESTATE	LIFE INSURANCE	STOCKS/BONDS	IRA/KEOGH	MONEY MARKET	PERSONAL PROPERTY
1.	<input type="checkbox"/> \$						
2.	<input type="checkbox"/> \$						
3.	<input type="checkbox"/> \$						
4.	<input type="checkbox"/> \$						
5.	<input type="checkbox"/> \$						

# TARGET POPULATION

In order to be eligible, at least one member of the applicant household must qualify for one of the three target populations. Complete the checklist below to determine whether the applicant qualifies.

Name of household member: \_\_\_\_\_

Instructions: Check one box in Column A and then check boxes in corresponding Column B to describe the household member’s qualifications. Note: If there is a second member of the household who is a member of a target population, complete a new check list for that member.

Column A	Column B
<input type="checkbox"/> Persons with Disabilities Exiting ICF/IIDs and Nursing Facilities	<p>Applicant must be eligible for one of the following waivers. Check at least one:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> STAR+PLUS Waiver Services</li> <li><input type="checkbox"/> Home and Community-based (HCS) Waiver Services</li> <li><input type="checkbox"/> Community Living and Support Services (CLASS) Waiver Services</li> <li><input type="checkbox"/> Texas Home Living (TxHmL) Waiver Services</li> <li><input type="checkbox"/> Deaf, Blind with Multiple Disabilities (DBMD) Waiver Services</li> <li><input type="checkbox"/> Medically Dependent Children Program</li> <li><input type="checkbox"/> Community First Choice</li> <li><input type="checkbox"/> Attendant Services paid through Medicaid or Title XX</li> </ul> <p>Applicants exiting institutions must also meet all of the following 3 requirements. Check all 3 boxes to confirm the applicant meets these.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Applicant is eligible to receive services paid through Medicaid; and</li> <li><input type="checkbox"/> Applicant household<sup>1</sup> has income that does not exceed 300 percent of SSI or income limits established through the Medicaid Buy-In Program for Workers with Disabilities (250 percent of the federal poverty level); and</li> <li><input type="checkbox"/> Applicant meets the Nursing Facility or ICF/IID Medical Level of Care requirement.</li> </ul>
<input type="checkbox"/> Persons with Serious Mental Illness.	<p>Applicant must meet both of the following requirements. Check both boxes to confirm the applicant meets these requirements.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Applicant is eligible for the Medicaid State Plan Services provided through HHSC Local Mental Health Authorities or Local Behavioral Health Authorities. These services include psychosocial rehabilitation and targeted case management.</li> <li><input type="checkbox"/> Applicant is eligible to receive disability-related Medicaid (e.g. Supplemental Security Income (SSI)) at the time of first occupancy.</li> </ul>
<input type="checkbox"/> Youth Exiting Foster Care	<p>Applicant is eligible to receive health care services through Texas Medicaid by virtue of (check one box):</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Being in DFPS conservatorship; or</li> <li><input type="checkbox"/> Being a youth aged 18-21 who was previously in DFPS conservatorship and receives Medicaid for Transitioning Foster Care Youth (MTFCY) (now called Former Foster Care Children Program) benefits. With very few exceptions, all children and youth in DFPS conservatorship and those youth who are eligible for MTFCY benefits receive their healthcare through the STAR Health managed care program, a comprehensive health care system that is offered statewide.</li> </ul> <p>Applicant must also meet the following requirement. Check the box to confirm the applicant meets this requirement.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Applicant is eligible to receive disability-related Medicaid (e.g. Supplemental Security Income (SSI)) at the time of first occupancy.</li> </ul>

\_\_\_\_\_ 8/1/21  
 Signature of Appropriate Professional Title Date

<sup>1</sup> Applicant Household are all persons who will reside in the household with the exception of any paid live-in aide.

## HOUSING NEEDS

### Accessibility Needs

A household member needs a unit that (check all that apply)

- Has no stairs
- Has a ramp
- Has access in unit to accommodate wheelchair
- Has access for visual disability
- Has access for hearing disability
- Other. Please describe: \_\_\_\_\_

## CRIMINAL HISTORY

Have you or any member been evicted in the last three years from federally assisted housing for drug-related criminal activity?

YES  NO

If yes, has the household member has successfully completed an approved, supervised drug rehabilitation program?

YES  NO  N/A

If yes, list where and when \_\_\_\_\_

If yes, do circumstances leading to the eviction no longer exist?

YES  NO  N/A

If yes, please explain: \_\_\_\_\_

Are you or any member currently engaged in illegal use of drugs or pattern of illegal use of a drug that may interfere with the health, safety, and right to peaceful enjoyment of the property by other residents?

YES  NO

Are you or any member subject to a State sex offender lifetime registration requirement?

YES  NO

Are you or any member currently engaged in a pattern of abuse of alcohol that may interfere with the health, safety, and right to peaceful enjoyment of the property by other residents?

YES  NO

## VOLUNTARY SERVICES STATEMENT

By signing and submitting this form, the resident understands that the receipt of services is voluntary and not required for residency in a Section 811 unit.

**WARNING: TITLE 18, SECTION 1001 OF THE U.S. CODE STATES THAT A PERSON IS GUILTY OF A FELONY FOR KNOWINGLY AND WILLINGLY MAKING FALSE OR FRAUDULENT STATEMENTS TO ANY DEPARTMENT OF THE UNITED STATES GOVERNMENT. HUD AND ANY OWNER (OR ANY EMPLOYEE OF HUD OR THE OWNER) MAY BE SUBJECT TO PENALTIES FOR UNAUTHORIZED DISCLOSURES OR IMPROPER USE OF INFORMATION COLLECTED BASED ON THE CONSENT FORM. USE OF THE INFORMATION COLLECTED BASED ON THIS VERIFICATION FORM IS RESTRICTED TO THE PURPOSES CITED ABOVE. ANY PERSON WHO KNOWINGLY OR WILLINGLY REQUESTS, OBTAINS OR DISCLOSES ANY INFORMATION UNDER FALSE PRETENSES CONCERNING AN APPLICANT OR PARTICIPANT MAY BE SUBJECT TO A MISDEMEANOR AND FINED NOT MORE THAN \$5,000. ANY APPLICANT OR PARTICIPANT AFFECTED BY NEGLIGENT DISCLOSURE OF INFORMATION MAY BRING CIVIL ACTION FOR DAMAGES, AND SEEK OTHER RELIEF, AS MAY BE APPROPRIATE, AGAINST THE OFFICER OR EMPLOYEE OF HUD OR THE OWNER RESPONSIBLE FOR THE UNAUTHORIZED DISCLOSURE OR IMPROPER USE. PENALTY PROVISIONS FOR MISUSING THE SOCIAL SECURITY NUMBER ARE CONTAINED IN THE SOCIAL SECURITY ACT AT 208 (A) (6), (7) AND (8). VIOLATION OF THESE PROVISIONS ARE CITED AS VIOLATIONS OF 42 U.S.C. 408 (A) (6), (7) AND (8).**

- I understand the unit I am applying for will be my only residence.
- I agree to pay the rent required by the program under which I will receive assistance.
- I have received a copy of the Resident Rights and Responsibilities Brochure.
- I have received a copy of the HUD Fact Sheet "How Your Rent is Determined".
- I have received a copy of the EIV & You Brochure.

**I understand that during the property application phase, if I do not return required documents to the property in accordance with property policies regarding timely receipt of documents I may be skipped or removed from the waitlist entirely.**

**I do hereby swear and attest that all of the information above about me is true and correct.**

Charlie Cole

Signature Head of Household

8/1/21

Date



**Insert Property  
Options Form and  
Outside Service  
Area Referral  
Form (if  
applicable) here**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
**UNDER \$5,000 ASSET CERTIFICATION**  
 For households whose combined net assets do not exceed \$5,000.  
 (Complete only one form per household; include assets of children.)

Head of Household Name: \_\_\_\_\_ Unit No.: \_\_\_\_\_

Development Name and Address: \_\_\_\_\_

**Complete all that apply for 1 through 4:**

1. My/our assets include (enter n/a in (A) if you do not own the respective asset):

	(A) Cash Value	(B) Int. Rate	(A*B) Annual Income		(A) Cash Value	(B) Int. Rat %	(A*B) Annual Income
Savings Account(s)	\$ _____	_____ %	\$ _____	Checking Account(s)	\$ _____	_____ %	\$ _____
Cash on Hand	\$ _____	N/A	N/A	Government	\$ _____	_____ %	\$ _____
Certificates of Deposit	\$ _____	_____ %	\$ _____	Money Market Funds	\$ _____	_____ %	\$ _____
Stocks	\$ _____	_____ %	\$ _____	Bonds	\$ _____	_____ %	\$ _____
IRA Account(s)	\$ _____	_____ %	\$ _____	401(k)/403(b) Account(s)	\$ _____	_____ %	\$ _____
Keogh Account(s)	\$ _____	_____ %	\$ _____	Trust Funds	\$ _____	_____ %	\$ _____
Equity in Real Estate	\$ _____	_____ %	\$ _____	Land Contracts	\$ _____	_____ %	\$ _____
Lump Sum Receipts	\$ _____	_____ %	\$ _____	Capital Investments	\$ _____	_____ %	\$ _____
Bitcoin/ Cryptocurrency	\$ _____	_____ %	\$ _____	GoFundMe/Crowdsourcing	\$ _____	_____ %	\$ _____
Life Insurance (Excluding Term)	\$ _____	_____ %	\$ _____				
Other Retirement/Pension Funds not named above:	\$ _____	_____ %	\$ _____	Explanation	_____		
Personal Property Held as an Investment	\$ _____	_____ %	\$ _____	Explanation	_____		
Other (list):	\$ _____	_____ %	\$ _____	Explanation	_____		

PLEASE NOTE: Certain funds (e.g., Retirement, Pension, Trust) may or may not be (fully) accessible to you. Include only those amounts which are accessible to you.

**(Check either box 2 or box 3 below, not both)**

2.  Within the past two (2) years, I/we have sold or given away assets (including cash, real estate, etc.) for more than \$1,000 below fair market value (FMV). Those amounts equal a total of: \$ \_\_\_\_\_ (enter the difference between FMV and the amount you received).
3.  I/we have not sold or given away assets (including cash, real estate, etc.) for less than fair market value during the past two (2) years.
4.  I/we do not have any assets at this time (do not check this box if you have entered any numbers in section 1, above).

**The net family assets (as defined in 24 CFR 813.102) above do not exceed \$5,000, and the annual income from the net family assets is \$ \_\_\_\_\_ (enter the total of all (A\*B) Annual Income in section 1 above). This amount is included in total gross annual income.**

*Charlie Cole*

10/1/21

Signature of Applicant/Tenant

Date

Signature of Applicant/Tenant

Date

Signature of Applicant/Tenant

Date

Signature of Applicant/Tenant

Date

**PENALTIES FOR MISUSING THIS CONTENT:** Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains, or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at 208 (a) (6), (7), and (8). Violations of these provisions are cited as violations of 42 USC 408 (a), (6), (7), and (8).

U.S. Department of Housing and Urban Development

## **Document Package for Applicant's/Tenant's Consent to the Release Of Information**

**This Package contains the following documents:**

- 1. HUD-9887/A Fact Sheet describing the necessary verifications**
- 2. Form HUD-9887 (to be signed by the Applicant or Tenant)**
- 3. Form HUD-9887-A (to be signed by the Applicant or Tenant and Housing Owner)**
- 4. Relevant Verifications (to be signed by the Applicant or Tenant)**

---

Each household must receive a copy of the 9887/A Fact Sheet, form HUD-9887, and form HUD-9887-A.

## Verification of Information Provided by Applicants and Tenants of Assisted Housing

### What Verification Involves

To receive housing assistance, applicants and tenants who are at least 18 years of age and each family head, spouse, or co-head regardless of age must provide the owner or management agent (O/A) or public housing agency (PHA) with certain information specified by the U.S. Department of Housing and Urban Development (HUD).

To make sure that the assistance is used properly, Federal laws require that the information you provide be verified. This information is verified in two ways:

1. HUD, O/As, and PHAs may verify the information you provide by checking with the records kept by certain public agencies (e.g., Social Security Administration (SSA), State agency that keeps wage and unemployment compensation claim information, and the Department of Health and Human Services' (HHS) National Directory of New Hires (NDNH) database that stores wage, new hires, and unemployment compensation). HUD (only) may verify information covered in your tax returns from the U.S. Internal Revenue Service (IRS). You give your consent to the release of this information by signing form HUD-9887. Only HUD, O/As, and PHAs can receive information authorized by this form.
2. The O/A must verify the information that is used to determine your eligibility and the amount of rent you pay. You give your consent to the release of this information by signing the form HUD-9887, the form HUD-9887-A, and the individual verification and consent forms that apply to you. Federal laws limit the kinds of information the O/A can receive about you. The amount of income you receive helps to determine the amount of rent you will pay. The O/A will verify all of the sources of income that you report. There are certain allowances that reduce the income used in determining tenant rents.

**Example:** Mrs. Anderson is 62 years old. Her age qualifies her for a medical allowance. Her annual income will be adjusted because of this allowance. Because Mrs. Anderson's medical expenses will help determine the amount of rent she pays, the O/A is required to verify any medical expenses that she reports.

**Example:** Mr. Harris does not qualify for the medical allowance because he is not at least 62 years of age and he is not handicapped or disabled. Because he is not eligible for the medical allowance, the amount of his medical expenses does not change the amount of rent he pays. Therefore, the O/A cannot ask Mr. Harris anything about his medical expenses and cannot verify with a third party about any medical expenses he has.

### Customer Protections

Information received by HUD is protected by the Federal Privacy Act. Information received by the O/A or the PHA is subject to State privacy laws. Employees of HUD, the O/A, and the PHA are subject to penalties for using these consent forms improperly. You do not have to sign the form HUD-9887, the form HUD-9887-A, or the individual verification consent forms when they are given to you at your certification or recertification interview. You may take them home with you to read or to discuss with a third party of your choice. The O/A will give you another date when you can return to sign these forms.

If you cannot read and/or sign a consent form due to a disability, the O/A shall make a reasonable accommodation in accordance with Section 504 of the Rehabilitation Act of 1973. Such accommodations may include: home visits when the applicant's or tenant's disability prevents him/her from coming to the office to complete the forms; the applicant or tenant authorizing another person to sign on his/her behalf; and for persons with visual impairments, accommodations may include providing the forms in large script or braille or providing readers.

If an adult member of your household, due to extenuating circumstances, is unable to sign the form HUD-9887 or the individual verification forms on time, the O/A may document the file as to the reason for the delay and the specific plans to obtain the proper signature as soon as possible.

The O/A must tell you, or a third party which you choose, of the findings made as a result of the O/A verifications authorized by your consent. The O/A must give you the opportunity to contest such findings in accordance with HUD Handbook 4350.3 Rev. 1. However, for information received under the form HUD-9887 or form HUD-9887-A, HUD, the O/A, or the PHA, may inform you of these findings.

O/As must keep tenant files in a location that ensures confidentiality. Any employee of the O/A who fails to keep tenant information confidential is subject to the enforcement provisions of the State Privacy Act and is subject to enforcement actions by HUD. Also, any applicant or tenant affected by negligent disclosure or improper use of information may bring civil action for damages, and seek other relief, as may be appropriate, against the employee.

HUD-9887/A requires the O/A to give each household a copy of the Fact Sheet, and forms HUD-9887, HUD-9887-A along with appropriate individual consent forms. The package you will receive will include the following documents:

1. **HUD-9887/A Fact Sheet:** Describes the requirement to verify information provided by individuals who apply for housing assistance. This fact sheet also describes consumer protections under the verification process.
2. **Form HUD-9887:** Allows the release of information between government agencies.
3. **Form HUD-9887-A:** Describes the requirement of third party verification along with consumer protections.
4. **Individual verification consents:** Used to verify the relevant information provided by applicants/tenants to determine their eligibility and level of benefits.

### Consequences for Not Signing the Consent Forms

If you fail to sign the form HUD-9887, the form HUD-9887-A, or the individual verification forms, this may result in your assistance being denied (for applicants) or your assistance being terminated (for tenants). See further explanation on the forms HUD-9887 and 9887-A.

If you are an applicant and are denied assistance for this reason, the O/A must notify you of the reason for your rejection and give you an opportunity to appeal the decision.

If you are a tenant and your assistance is terminated for this reason, the O/A must follow the procedures set out in the Lease. This includes the opportunity for you to meet with the O/A.

### Programs Covered by this Fact Sheet

- Rental Assistance Program (RAP)
- Rent Supplement
- Section 8 Housing Assistance Payments Programs (administered by the Office of Housing)
- Section 202
- Sections 202 and 811 PRAC
- Section 202/162 PAC
- Section 221(d)(3) Below Market Interest Rate
- Section 236
- HOPE 2 Home Ownership of Multifamily Units

O/As must give a copy of this HUD Fact Sheet to each household. See the Instructions on form HUD-9887-A.

# Notice and Consent for the Release of Information

U.S. Department of Housing  
and Urban Development  
Office of Housing  
Federal Housing Commissioner

to the U.S. Department of Housing and Urban Development (HUD) and to an Owner and Management Agent (O/A), and to a Public Housing Agency (PHA)

HUD Office requesting release of information (Owner should provide the full address of the HUD Field Office, Attention: Director, Multifamily Division.):	O/A requesting release of information (Owner should provide the full name and address of the Owner.):	PHA requesting release of information (Owner should provide the full name and address of the PHA and the title of the director or administrator. If there is no PHA Owner or PHA contract administrator for this project, mark an X through this entire box.):  TDHCA Contract Administrator Robert Wilkinson ED 221 East 11th Street, Austin, TX 78701
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**Notice To Tenant: Do not sign this form if the space above for organizations requesting release of information is left blank. You do not have to sign this form when it is given to you. You may take the form home with you to read or discuss with a third party of your choice and return to sign the consent on a date you have worked out with the housing owner/manager.**

**Authority:** Section 217 of the Consolidated Appropriations Act of 2004 (Pub L. 108-199). This law is found at 42 U.S.C.653(J). This law authorizes HHS to disclose to the Department of Housing and Urban Development (HUD) information in the NDNH portion of the "Location and Collection System of Records" for the purposes of verifying employment and income of individuals participating in specified programs and, after removal of personal identifiers, to conduct analyses of the employment and income reporting of these individuals. Information may be disclosed by the Secretary of HUD to a private owner, a management agent, and a contract administrator in the administration of rental housing assistance.

Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by section 903 of the Housing and Community Development Act of 1992 and section 3003 of the Omnibus Budget Reconciliation Act of 1993. This law is found at 42 U.S.C. 3544. This law requires you to sign a consent form authorizing: (1) HUD and the PHA to request wage and unemployment compensation claim information from the state agency responsible for keeping that information; and (2) HUD, O/A, and the PHA responsible for determining eligibility to verify salary and wage information pertinent to the applicant's or participant's eligibility or level of benefits; (3) HUD to request certain tax return information from the U.S. Social Security Administration (SSA) and the U.S. Internal Revenue Service (IRS).

**Purpose:** In signing this consent form, you are authorizing HUD, the above-named O/A, and the PHA to request income information from the government agencies listed on the form. HUD, the O/A, and the PHA need this information to verify your household's income to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct level. HUD, the O/A, and the PHA may participate in computer matching programs with these sources to verify your eligibility and level of benefits. This form also authorizes HUD, the O/A, and the PHA to seek wage, new hire (W-4), and unemployment claim information from current or former employers to verify information obtained through computer matching.

**Uses of Information to be Obtained:** HUD is required to protect the income information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. 552a. The O/A and the PHA is also required to protect the income

information it obtains in accordance with any applicable State privacy law. After receiving the information covered by this notice of consent, HUD, the O/A, and the PHA may inform you that your eligibility for, or level of, assistance is uncertain and needs to be verified and nothing else.

HUD, O/A, and PHA employees may be subject to penalties for unauthorized disclosures or improper uses of the income information that is obtained based on the consent form.

**Who Must Sign the Consent Form:** Each member of your household who is at least 18 years of age and each family head, spouse or co-head, regardless of age, must sign the consent form at the initial certification and at each recertification. Additional signatures must be obtained from new adult members when they join the household or when members of the household become 18 years of age.

Persons who apply for or receive assistance under the following programs are required to sign this consent form:

Rental Assistance Program (RAP)

Rent Supplement

Section 8 Housing Assistance Payments Programs (administered by the Office of Housing)

Section 202; Sections 202 and 811 PRAC; Section 202/162 PAC Section 221(d)(3) Below Market Interest Rate

Section 236

HOPE 2 Homeownership of Multifamily Units

**Failure to Sign Consent Form:** Your failure to sign the consent form may result in the denial of assistance or termination of assisted housing benefits. If an applicant is denied assistance for this reason, the owner must follow the notification procedures in Handbook 4350.3 Rev. 1. If a tenant is denied assistance for this reason, the owner or managing agent must follow the procedures set out in the lease.

**Consent: I consent to allow HUD, the O/A, or the PHA to request and obtain income information from the federal and state agencies listed on the back of this form for the purpose of verifying my eligibility and level of benefits under HUD's assisted housing programs.**

Signatures:

Additional Signatures, if needed:

<p><i>Charlie Cole</i></p> <p>_____</p> <p>Head of Household</p>	<p>10/1/21</p> <p>_____</p> <p>Date</p>	<p>_____</p> <p>Other Family Members 18 and Over</p>	<p>_____</p> <p>Date</p>
<p>_____</p> <p>Spouse</p>	<p>_____</p> <p>Date</p>	<p>_____</p> <p>Other Family Members 18 and Over</p>	<p>_____</p> <p>Date</p>
<p>_____</p> <p>Other Family Members 18 and Over</p>	<p>_____</p> <p>Date</p>	<p>_____</p> <p>Other Family Members 18 and Over</p>	<p>_____</p> <p>Date</p>
<p>_____</p> <p>Other Family Members 18 and Over</p>	<p>_____</p> <p>Date</p>	<p>_____</p> <p>Other Family Members 18 and Over</p>	<p>_____</p> <p>Date</p>

## Agencies To Provide Information

State Wage Information Collection Agencies. (HUD and PHA). This consent is limited to wages and unemployment compensation you have received during period(s) within the last 5 years when you have received assisted housing benefits.

U.S. Social Security Administration (HUD only). This consent is limited to the wage and self employment information from your current form W-2.

National Directory of New Hires contained in the Department of Health and Human Services' system of records. This consent is limited to wages and unemployment compensation you have received during period(s) within the last 5 years when you have received assisted housing benefits.

U.S. Internal Revenue Service (HUD only). This consent is limited to information covered in your current tax return.

This consent is limited to the following information that may appear on your current tax return:

1099-S Statement for Recipients of Proceeds from Real Estate Transactions

1099-B Statement for Recipients of Proceeds from Real Estate Brokers and Barter Exchange Transactions

1099-A Information Return for Acquisition or Abandonment of Secured Property

1099-G Statement for Recipients of Certain Government Payments

1099-DIV Statement for Recipients of Dividends and Distributions

1099 INT Statement for Recipients of Interest Income

1099-MISC Statement for Recipients of Miscellaneous Income

1099-OID Statement for Recipients of Original Issue Discount

1099-PATR Statement for Recipients of Taxable Distributions Received from Cooperatives

1099-R Statement for Recipients of Retirement Plans W2-G

Statement of Gambling Winnings

1065-K1 Partners Share of Income, Credits, Deductions, etc.

1041-K1 Beneficiary's Share of Income, Credits, Deductions, etc.

1120S-K1 Shareholder's Share of Undistributed Taxable Income, Credits, Deductions, etc.

I understand that income information obtained from these sources will be used to verify information that I provide in determining initial or continued eligibility for assisted housing programs and the level of benefits.

No action can be taken to terminate, deny, suspend, or reduce the assistance your household receives based on information obtained about you under this consent until the HUD Office, Office of Inspector General (OIG) or the PHA (whichever is applicable) and the O/A have independently verified: 1) the amount of the income, wages, or unemployment compensation involved, 2) whether you actually have (or had) access to such income, wages, or benefits for your own use, and 3) the period or periods when, or with respect to which you actually received such income, wages, or benefits. A photocopy of the signed consent may be used to request a third party to verify any information received under this consent (e.g., employer).

HUD, the O/A, or the PHA shall inform you, or a third party which you designate, of the findings made on the basis of information verified under this consent and shall give you an opportunity to contest such findings in accordance with Handbook 4350.3 Rev. 1.

If a member of the household who is required to sign the consent form is unable to sign the form on time due to extenuating circumstances, the O/A may document the file as to the reason for the delay and the specific plans to obtain the proper signature as soon as possible.

This consent form expires 15 months after signed.

**Privacy Act Statement.** The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937, as amended (42 U.S.C. 1437 et. seq.); the Housing and Urban-Rural Recovery Act of 1983 (P.L. 98-181); the Housing and Community Development Technical Amendments of 1984 (P.L. 98-479); and by the Housing and Community Development Act of 1987 (42 U.S.C. 3543). The information is being collected by HUD to determine an applicant's eligibility, the recommended unit size, and the amount the tenant(s) must pay toward rent and utilities. HUD uses this information to assist in managing certain HUD properties, to protect the Government's financial interest, and to verify the accuracy of the information furnished. HUD, the owner or management agent (O/A), or a public housing agency (PHA) may conduct a computer match to verify the information you provide. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. However, the information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. You must provide all of the information requested. Failure to provide any information may result in a delay or rejection of your eligibility approval.

### Penalties for Misusing this Consent:

HUD, the O/A, and any PHA (or any employee of HUD, the O/A, or the PHA) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form.

Use of the information collected based on the form HUD 9887 is restricted to the purposes cited on the form HUD 9887. Any person who knowingly or willfully requests, obtains, or discloses any information under false pretenses concerning an applicant or tenant may be subject to a misdemeanor and fined not more than \$5,000.

Any applicant or tenant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the Owner or the PHA responsible for the unauthorized disclosure or improper use.

# Applicant's/Tenant's Consent to the Release of Information

Verification by Owners of Information  
Supplied by Individuals Who Apply for Housing Assistance

U.S. Department of Housing  
and Urban Development  
Office of Housing  
Federal Housing Commissioner

## Instructions to Owners

1. Give the documents listed below to the applicants/tenants to sign. Staple or clip them together in one package in the order listed.
  - a. The HUD-9887/A Fact Sheet.
  - b. Form HUD-9887.
  - c. Form HUD-9887-A.
  - d. Relevant verifications (HUD Handbook 4350.3 Rev. 1).
2. Verbally inform applicants and tenants that
  - a. They may take these forms home with them to read or to discuss with a third party of their choice and to return to sign them on a date they have worked out with you, and
  - b. If they have a disability that prevents them from reading and/or signing any consent, that you, the Owner, are required to provide reasonable accommodations.
3. Owners are required to give each household a copy of the HUD9887/A Fact Sheet, form HUD-9887, and form HUD-9887-A after obtaining the required applicants/tenants signature(s). Also, owners must give the applicants/tenants a copy of the signed individual verification forms upon their request.

## Instructions to Applicants and Tenants

This Form HUD-9887-A contains customer information and protections concerning the HUD-required verifications that Owners must perform.

1. Read this material which explains:
  - HUD's requirements concerning the release of information, and
  - Other customer protections.
2. Sign on the last page that:
  - you have read this form, or
  - the Owner or a third party of your choice has explained it to you, and
  - you consent to the release of information for the purposes and uses described.

## Authority for Requiring Applicant's/Tenant's Consent to the Release of Information

Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by section 903 of the Housing and Community Development Act of 1992. This law is found at 42 U.S.C. 3544.

In part, this law requires you to sign a consent form authorizing the Owner to request current or previous employers to verify salary and wage information pertinent to your eligibility or level of benefits.

In addition, HUD regulations (24 CFR 5.659, Family Information and Verification) require as a condition of receiving housing assistance that you must sign a HUD-approved release and consent authorizing any depository or private source of income to furnish such information that is necessary in determining your eligibility or level of benefits. This includes information that you have provided which will affect the amount of rent you pay. The information includes income and assets, such as salary, welfare benefits, and interest earned on savings accounts. They also include certain adjustments to your income, such as the allowances for dependents and for households whose heads or spouses are elderly handicapped, or disabled; and allowances for child care expenses, medical expenses, and handicap assistance expenses.

## Purpose of Requiring Consent to the Release of Information

In signing this consent form, you are authorizing the Owner of the housing project to which you are applying for assistance to request information from a third party about you. HUD requires the housing owner to verify all of the information you provide that affects your eligibility and level of benefits to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct levels. Upon the request of the HUD office or the PHA (as Contract Administrator), the housing Owner may provide HUD or the PHA with the information you have submitted and the information the Owner receives under this consent.

## Uses of Information to be Obtained

The individual listed on the verification form may request and receive the information requested by the verification, subject to the limitations of this form. HUD is required to protect the income information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. 552a. The Owner and the PHA are also required to protect the income information they obtain in accordance with any applicable state privacy law. Should the Owner receive information from a third party that is inconsistent with the information you have provided, the Owner is required to notify you in writing identifying the information believed to be incorrect. If this should occur, you will have the opportunity to meet with the Owner to discuss any discrepancies.

## Who Must Sign the Consent Form

Each member of your household who is at least 18 years of age, and each family head, spouse or co-head, regardless of age must sign the relevant consent forms at the initial certification, at each recertification and at each interim certification, if applicable. In addition, when new adult members join the household and when members of the household become 18 years of age they must also sign the relevant consent forms.

Persons who apply for or receive assistance under the following programs must sign the relevant consent forms:

Rental Assistance Program (RAP)  
Rent Supplement  
Section 8 Housing Assistance Payments Programs (administered by the Office of Housing)  
Section 202  
Sections 202 and 811 PRAC  
Section 202/162 PAC  
Section 221(d)(3) Below Market Interest Rate  
Section 236  
HOPE 2 Home Ownership of Multifamily Units

**Failure to Sign the Consent Form**

Failure to sign any required consent form may result in the denial of assistance or termination of assisted housing benefits. If an applicant is denied assistance for this reason, the O/A must follow the notification procedures in Handbook 4350.3 Rev. 1. If a tenant is denied assistance for this reason, the O/A must follow the procedures set out in the lease.

**Conditions**

No action can be taken to terminate, deny, suspend or reduce the assistance your household receives based on information obtained about you under this consent until the O/A has independently 1) verified the information you have provided with respect to your eligibility and level of benefits and 2) with respect to income (including both earned and unearned income), the O/A has verified whether you actually have (or had) access to such income for your own use, and verified the period or periods when, or with respect to which you actually received such income, wages, or benefits.

A photocopy of the signed consent may be used to request the information authorized by your signature on the individual consent forms. This would occur if the O/A does not have another individual verification consent with an original signature and the O/A is required to send out another request for verification (for example, the third party fails to respond). If this happens, the O/A may attach a photocopy of this consent to a photocopy of the individual verification form that you sign. To avoid the use of photocopies, the O/A and the individual may agree to sign more than one consent for each type of verification that is needed. The O/A shall inform you, or a third party which you designate, of the findings made on the basis of information verified under this consent and shall give you an opportunity to contest such findings in accordance with Handbook 4350.3 Rev. 1.

The O/A must provide you with information obtained under this consent in accordance with State privacy laws.

If a member of the household who is required to sign the consent forms is unable to sign the required forms on time, due to extenuating circum-

stances, the O/A may document the file as to the reason for the delay and the specific plans to obtain the proper signature as soon as possible.

Individual consents to the release of information expire 15 months after they are signed. The O/A may use these individual consent forms during the 120 days preceding the certification period. The O/A may also use these forms during the certification period, but only in cases where the O/A receives information indicating that the information you have provided may be incorrect. Other uses are prohibited.

The O/A may not make inquiries into information that is older than 12 months unless he/she has received inconsistent information and has reason to believe that the information that you have supplied is incorrect. If this occurs, the O/A may obtain information within the last 5 years when you have received assistance.

**I have read and understand this information on the purposes and uses of information that is verified and consent to the release of information for these purposes and uses.**

*Charlie Cole*

Name of Applicant or Tenant (Print)

*Charlie Cole*

10/1/21

Signature of Applicant or Tenant & Date

**I have read and understand the purpose of this consent and its uses and I understand that misuse of this consent can lead to**

*Harper Riley*

Name of Project Owner or his/her representative

Manager

Title

*Harper Riley*

Signature & Date

cc:Applicant/Tenant

Owner file

**Penalties for Misusing this Consent:**

HUD, the O/A, and any PHA (or any employee of HUD, the O/A, or the PHA) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form.

Use of the information collected based on the form HUD 9887-A is restricted to the purposes cited on the form HUD 9887-A. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or tenant may be subject to a misdemeanor and fined not more than \$5,000.

Any applicant or tenant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the O/A or the PHA responsible for the unauthorized disclosure or improper use.

## **Verification of Disability**

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### APPENDIX 6-B: SAMPLE VERIFICATION OF DISABILITY WHEN ELIGIBILITY FOR ADMISSION OR QUALIFICATION FOR CERTAIN INCOME DEDUCTIONS IS BASED ON DISABILITY

#### FOR USE WITH **SECTION 202/8, SECTION 202 PAC, Section 202 PRAC, AND SECTION 811 PRAC**

DATE:

TO:

FROM: TDHCA  
221 East 11th Street  
Austin TX 78701

RETURN THIS VERIFICATION TO THE PERSON LISTED ABOVE (or other instructions to the third party to ensure that the verification is returned to the right person. This is important because owners have a responsibility to treat this information confidentially.)

SUBJECT: Verification of Disability

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

This person has applied for housing assistance under a program of the U.S. Department of Housing and Urban Development (HUD). HUD requires the housing owner to verify all information that is used in determining this person's eligibility or level of benefits.

We ask your cooperation in providing the following information and returning it to the person listed at the top of the page. Your prompt return of this information will help to ensure timely processing of the application for assistance. Enclosed is a self-addressed, stamped envelope for this purpose. The applicant/tenant has consented to this release of information as shown above.

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### INFORMATION BEING REQUESTED

For each numbered item below, mark an "X" in the applicable box that accurately describes the person listed above.

## **Verification of Disability**

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1. \_\_\_ YES \_\_\_ NO      Has a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration, substantially impedes his or her ability to live independently, and is of a nature that such ability could be improved by more suitable housing conditions.
2. \_\_\_ YES \_\_\_ NO      Is a person with a developmental disability, as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(8)), i.e., a person with a severe chronic disability that:
- a. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
  - b. Is manifested before the person attains age 22;
  - c. Is likely to continue indefinitely;
  - d. Results in substantial functional limitation in three or more of the following areas of major life activity;
    - (1) Self-care,
    - (2) Receptive and expressive language,
    - (3) Learning,
    - (4) Mobility,
    - (5) Self-direction,
    - (6) Capacity for independent living, and
    - (7) Economic self-sufficiency; and
  - e. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated.
3. \_\_\_ YES \_\_\_ NO      Is a person with a chronic mental illness, i.e., he or she has a severe and persistent mental or emotional impairment that seriously limits his or her ability to live independently, and whose impairment could be improved by more suitable housing conditions.

**Verification of  
Disability**

4.  YES  NO Is a person whose sole impairment is alcoholism or drug addiction.

NAME AND TITLE OF PERSON SUP <i>Nancy Ford</i> TATION	FIRM/ORGANIZATION
SIGNATURE	DATE

**Public reporting burden** for this collection is estimated to average 12 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits and is voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. Owners/management agents must obtain third party verification that a disabled individual meets the definition for persons with disabilities for the program governing the housing where the individual is applying to live. The definitions for persons with disabilities for programs covered under the United States Housing Act of 1937 are in 24 CFR 403 and for the Section 202 and Section 811 Supportive Housing for the Elderly and Persons with Disabilities in 24 CFR 891.305 and 891.505. No assurance of confidentiality is provided.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937, as amended (42 U.S.C. 1437 et. seq.); the Housing and Urban-Rural Recovery Act of 1983 (P.L.98-181); the Housing and Community Development Technical Amendments of 1984 (P.L. 98-479); and by the Housing and Community Development Act of 1987 (42 U.S.C. 3543).

RELEASE: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances that would require the owner to verify information that is up to 5 years old, which would be authorized by me on a separate consent attached to a copy of this consent.

*Charlie Cole*

Signature	Date

**Note to Applicant/Tenant:** You do not have to sign this form if either the requesting organization or the organization supplying the information is left blank.

## **Verification of Disability**

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### **PENALTIES FOR MISUSING THIS CONSENT:**

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains, or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at 208 (a) (6), (7) and (8). Violations of these provisions are cited as violations of 42 USC 408 (a) (6), (7) and (8).



# FACT SHEET

## For HUD ASSISTED RESIDENTS

### Project-Based Section 8

## “HOW YOUR RENT IS DETERMINED”

Office of Housing

September 2010

*This Fact Sheet is a general guide to inform the Owner/Management Agents (OA) and HUD-assisted residents of the responsibilities and rights regarding income disclosure and verification.*

### Why Determining Income and Rent Correctly is Important

Department of Housing and Urban Development studies show that many resident families pay incorrect rent. The main causes of this problem are:

- Under-reporting of income by resident families, and
- OAs not granting exclusions and deductions to which resident families are entitled.

OAs and residents all have a responsibility in ensuring that the correct rent is paid.

### OAs' Responsibilities:

- Obtain accurate income information
- Verify resident income
- Ensure residents receive the exclusions and deductions to which they are entitled
- Accurately calculate Tenant Rent
- Provide tenants a copy of lease agreement and income and rent determinations Recalculate rent when changes in family composition are reported
- Recalculate rent when resident income decreases
- Recalculate rent when resident income increases by \$200 or more per month
- Recalculate rent every 90 days when resident claims minimum rent hardship exemption
- Provide information on OA policies upon request
- Notify residents of any changes in requirements or practices for reporting income or determining rent

### Residents' Responsibilities:

- Provide accurate family composition information
- Report all income
- Keep copies of papers, forms, and receipts which document income and expenses
- Report changes in family composition and income occurring between annual recertifications
- Sign consent forms for income verification
- Follow lease requirements and house rules

### Income Determinations

A family's anticipated gross income determines not only eligibility for assistance, but also determines the rent a family will pay and the subsidy required. The anticipated income, subject to exclusions and deductions the family will receive during the next twelve (12) months, is used to determine the family's rent.

### What is Annual Income?

Gross Income – Income Exclusions = Annual Income

### What is Adjusted Income?

Annual Income – Deductions = Adjusted Income

### Determining Tenant Rent

### **Project-Based Section 8 Rent Formula:**

The rent a family will pay is the **highest** of the following amounts:

- 30% of the family's monthly *adjusted* income
  - 10% of the family's monthly income
  - Welfare rent or welfare payment from agency to assist family in paying housing costs.
- OR
- \$25.00 Minimum Rent

## **Income and Assets**

HUD assisted residents are required to report **all** income from all sources to the Owner or Agent (OA).

Exclusions to income and deductions are part of the tenant rent process.

When determining the amount of income from assets to be included in annual income, the actual income derived from the assets is included except when the cash value of all of the assets is in excess of \$5,000, then the amount included in annual income is the higher of 2% of the total assets or the actual income derived from the assets.

### **Annual Income Includes:**

- Full amount (before payroll deductions) of wages and salaries, overtime pay, commissions, fees, tips and bonuses and other compensation for personal services
- Net income from the operation of a business or profession
- Interest, dividends and other net income of any kind from real or personal property (See Assets Include/Assets Do Not Include below)
- Full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except for deferred periodic payments of supplemental security income and social security benefits, see Exclusions from Annual Income, below)
- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except for lump-sum additions to

family assets, see Exclusions from Annual Income, below Welfare assistance

- Periodic and determinable allowances, such as alimony and child support payments and regular contributions or gifts received from organizations or from persons not residing in the dwelling
- All regular pay, special pay and allowances of a member of the Armed Forces (except for special pay for exposure to hostile fire)
- For Section 8 programs only, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965, shall be considered income to that individual, except that financial assistance is not considered annual income for persons over the age of 23 with dependent children or if a student is living with his or her parents who are receiving section 8 assistance. For the purpose of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

### **Assets Include:**

- Stocks, bonds, Treasury bills, certificates of deposit, money market accounts
- Individual retirement and Keogh accounts
- Retirement and pension funds
- Cash held in savings and checking accounts, safe deposit boxes, homes, etc.
- Cash value of whole life insurance policies available to the individual before death
- Equity in rental property and other capital investments
- Personal property held as an investment
- Lump sum receipts or one-time receipts
- Mortgage or deed of trust held by an applicant
- Assets disposed of for less than fair market value.

### **Assets Do Not Include:**

- Necessary personal property (clothing, furniture, cars, wedding ring, vehicles specially equipped for persons with disabilities)
- Interests in Indian trust land
- Term life insurance policies
- Equity in the cooperative unit in which the family lives
- Assets that are part of an active business
- Assets that are not effectively owned by the applicant

or are held in an individual's name but:

- The assets and any income they earn accrue to the benefit of someone else who is not a member of the household, and
- that other person is responsible for income taxes incurred on income generated by the assets
- Assets that are not accessible to the applicant and provide no income to the applicant (Example: A battered spouse owns a house with her husband. Due to the domestic situation, she receives no income from the asset and cannot convert the asset to cash.)
- Assets disposed of for less than fair market value as a result of:
  - Foreclosure
  - Bankruptcy
  - Divorce or separation agreement if the applicant or resident receives important consideration not necessarily in dollars.

#### **Exclusions from Annual Income:**

- Income from the employment of children (including foster children) under the age of 18
- Payment received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone)
- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member
- Income of a live-in aide
- Subject to the inclusion of income for the Section 8 program for students who are enrolled in an institution of higher education under Annual Income Includes, above, the full amount of student financial assistance either paid directly to the student or to the educational institution
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire
- Amounts received under training programs funded by HUD
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and

benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS)

- Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program
- Resident service stipend (not to exceed \$200 per month)
- Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs and training of a family member as resident management staff
- Temporary, non-recurring or sporadic income (including gifts)
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era
- Earnings in excess of \$480 for each full time student 18 years old or older (excluding head of household, co-head or spouse)
- Adoption assistance payments in excess of \$480 per adopted child
- Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts
- Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit
- Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home

#### **Federally Mandated Exclusions:**

- Value of the allotment provided to an eligible household under the Food Stamp Act of 1977
- Payments to Volunteers under the Domestic Volunteer Services Act of 1973
- Payments received under the Alaska Native Claims Settlement Act
- Income derived from certain submarginal land of the US that is held in trust for certain Indian Tribes

- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program
- Payments received under programs funded in whole or in part under the Job Training Partnership Act
- Income derived from the disposition of funds to the Grand River Band of Ottawa Indians
- The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the US. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands
- Payments received from programs funded under Title V of the Older Americans Act of 1985
- Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent-product liability litigation*
- Payments received under the Maine Indian Claims Settlement Act of 1980
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990
- Earned income tax credit (EITC) refund payments on or after January 1, 1991
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation
- Allowance, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990
- Any allowance paid under the provisions of 38U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran
- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act
- Allowances, earnings and payments to individuals participating under the Workforce Investment Act of 1998.

## Deductions:

- \$480 for each dependent including full time students or persons with a disability
- \$400 for any elderly family or disabled family
- Unreimbursed medical expenses of any elderly family or disabled family that total more than 3% of Annual Income
- Unreimbursed reasonable attendant care and auxiliary apparatus expenses for disabled family member(s) to allow family member(s) to work that total more than 3% of Annual Income
- If an elderly family has both unreimbursed medical expenses and disability assistance expenses, the family's 3% of income expenditure is applied only one time.
- Any reasonable child care expenses for children under age 13 necessary to enable a member of the family to be employed or to further his or her education.

## Reference Materials

### Legislation:

- Quality Housing and Work Responsibility Act of 1998, Public Law 105-276, 112 Stat. 2518 which amended the United States Housing Act of 1937, 42 USC 2437, et seq.

### Regulations:

- General HUD Program Requirements; 24 CFR Part 5

### Handbook:

- 4350.3, Occupancy Requirements of Subsidized Multifamily Housing Programs

### Notices:

**“Federally Mandated Exclusions” Notice 66 FR 4669, April 20, 2001**

### For More Information:

Find out more about HUD's programs on HUD's Internet homepage at <http://www.hud.gov>



# RESIDENT RIGHTS & RESPONSIBILITIES



## OFFICE OF MULTIFAMILY HOUSING PROGRAMS

This brochure applies to assisted housing programs administered by the Department of Housing and Urban Development (HUD), Office of Multifamily Housing Programs. This brochure does not apply to the Public Housing Program, the Section 8 Moderate Rehabilitation Program or the Housing Choice Voucher Program.

# **AS A RESIDENT, YOU HAVE RIGHTS AND RESPONSIBILITIES THAT HELP MAKE YOUR HUD-ASSISTED HOUSING A BETTER HOME FOR YOU AND YOUR FAMILY.**

This brochure is being distributed to you because the United States Department of Housing and Urban Development (HUD), which regulates the property in which you live, has provided some form of assistance or subsidy for your apartment. The brochure briefly lists some of the most important rights and responsibilities to help you get the most out of your home.

As part of its dedication to maintaining the best possible living environment for all residents, your local HUD office encourages and supports the following:

- Property management agents and property owners communicating with residents on any relevant issues or concerns
- Property managers and property owners giving prompt consideration to all valid resident complaints and resolving them as quickly as possible
- Your right to file complaints with management, owners, or government agencies without retaliation, harassment or intimidation
- Your right to organize and participate in certain decisions regarding the well-being of the property and your home
- Your right to appeal a decision made by the local HUD office to the Office of Asset Management and Portfolio Oversight at HUD Headquarters

Along with the owner/management agent, you play an important role in making your apartment, the grounds, and other common areas a better place to live.



# YOUR RIGHTS

As a resident of a HUD-assisted multifamily housing property, you should be aware of your rights.

## *Rights: Involving Your Apartment*

- The right to live in decent, safe, and sanitary housing that is free from deteriorating paint and environmental hazards, including lead-based paint hazards.
- The right to receive a lead disclosure form disclosing the landlord's knowledge of any lead-based paint or lead-based paint hazards, available records and reports, and a lead hazard information pamphlet before you are obligated under your lease.
- The right to have repairs performed in a timely manner, upon request.
- The right to be given reasonable notice, in writing, of any non-emergency inspection or other entry into your apartment.
- The right to protection from eviction except for specific causes stated in your lease.
- The right to request that your rent be recalculated if your income decreases.
- The right to access your tenant file.

## *Rights: Involving Resident Organizations*

- The right to organize as residents without obstruction, harassment, or retaliation from property owners or management.
- The right to provide leaflets and post materials in common areas informing other residents of their rights and opportunities to involve themselves in their property.
- The right to be recognized by property owners/management company as having a voice in residential community affairs.
- The right to use appropriate common space or meeting facilities to organize (this may be subject to a reasonable, HUD-approved fee).
- The right to meet without representatives or employees of the owner/management company present.



### **Rights: *Involving Nondiscrimination***

The right, under the Fair Housing Act of 1968 and other civil rights laws, to equal and fair treatment and use of your building's services and facilities, without regard to race, color, religion, sex, disability, familial status (having children under 18) or national origin (ethnicity or language). Residents with disabilities are also reserved the right to reasonable accommodations. In some cases, the prohibition against age discrimination under the Age Discrimination Act of 1975 may also apply.

In addition, residents have the right, under HUD's Equal Access Rule, to equal access to HUD programs without regard to a person's actual or perceived sexual orientation, gender identity, or marital status.

## **YOUR RESPONSIBILITIES**

As a resident of a HUD-assisted multifamily housing property, you also have certain responsibilities to ensure that your building remains a suitable home for you and your neighbors. By signing your lease, you, the owner, and the management company have entered into a legal, enforceable contract. You are responsible for complying with your lease, house rules, and local laws governing your property. If you have any questions about your lease or do not have a copy of it, contact your property management company or the local HUD office. You should be aware of the following responsibilities:

### **Responsibilities: *To Your Property Owner or Management Company***

- Complying with the rules and guidelines that govern your lease.
- Paying the correct amount of rent on time each month.
- Providing accurate information to the owner/management agent's company at the certification or recertification interview to determine your total tenant payment, and consenting to the release of information by a third party to allow for verification.
- Reporting changes in the family's income or composition to the owner/management company in a timely manner.

### **Responsibilities: *To the Property and Your Fellow Residents***

- Complying with rules and guidelines that govern your lease.
- Conducting yourself in a manner that will not disturb your neighbors.



- Not engaging in criminal activity in your apartment, common areas or grounds.
- Keeping your apartment reasonably clean, with exits and entrances free of debris, clutter or fire hazards and not littering the grounds or common areas.
- Disposing of garbage and waste in the proper manner.
- Maintaining your apartment and common areas in the same general physical condition as when you moved in.
- Reporting any apparent environmental hazards to the management company (such as peeling paint (which is a hazard if it is a lead-based paint) and any defects in building systems, fixtures, appliances, or other parts of the apartment, the grounds, or related facilities.

## YOUR RIGHT TO BE INVOLVED

### In Decisions Affecting Your Home

As a resident in HUD-assisted multifamily housing, you play an important role in decisions that affect your community. Different HUD programs provide for specific resident rights. You have the right to know under which HUD program your building is assisted. To find out if your apartment building is covered under any of the following programs, contact your management company, Section 8 Contract Administrator, or the HUD office nearest you. If your building was funded or currently receives assistance under HUD's Rental Assistance Demonstration (RAD), Section 236 (including the Rental Assistance Program (RAP), Section 221(d) (3)/below market interest rate (BMIR), Section 202 Direct Loan, Rent Supplement, Section 202/811 Capital Advance programs, 811 (Project Rental Assistance), or is assisted under any applicable project-based Section 8 program (except for the Section 8 Moderate Rehabilitation program), you have the right to be notified of or, in some instances, to comment on the following:

- Nonrenewal of a project based Section 8 contract at the end of its term
- An increase in the maximum permissible rent
- Conversion of a project from project-paid utilities to tenant-paid utilities
- A proposed reduction in tenant utility allowance
- Conversion of residential apartments in a multifamily housing property to nonresidential use or to condominiums, or the transfer of the housing property to a cooperative housing mortgagor corporation or association



- Transfer of the project-based Section 8 contract in your property to one or more buildings at other locations
- Partial release of mortgage security
- Capital improvements that represent a substantial addition to the property
- Prepayment of mortgage (if prior HUD approval is required before owner can prepay)
- Other actions identified by the Uniform Relocation Act that could ultimately lead to involuntary, temporary or permanent relocation of residents
- If you live in a building that is owned by HUD and is being sold, you have the right to be notified of and comment on HUD's plans for disposing of the building.

## **ELIGIBILITY FOR ENHANCED VOUCHERS**

If your apartment is assisted under a project-based Section 8 contract that is ending, and if the owner decides not to renew it, the owner is required by law to notify you in writing of that decision at least one year before the contract expires. Under these circumstances, you may be eligible for an Enhanced Voucher (EV), which would give you the right to remain in an apartment at your property, provided that you are in compliance with your lease and the property remains as rental housing. HUD will select a local Public Housing Agency (PHA) to provide an EV for eligible families who decide to remain at the property and to administer this assistance.

If you decide to remain at your property using an EV, a higher payment standard will be used to determine the amount of Section 8 assistance that is paid on your behalf, if the gross rent for the apartment is more than the PHA's payment standard. However, the PHA must determine that the rent the owner charges for your apartment is reasonable, and you must continue paying at least the amount of rent that you were previously paying.

If you are eligible for an EV, you can instead choose to move out of the property and use the voucher to rent an apartment anywhere in the United States where the owner will accept the voucher and the rents are in an allowable range, subject to approval. If you move out, however, the voucher is no longer "enhanced," and the amount of Section 8 assistance that is paid on your behalf will be based on the PHA's normally applicable payment standard.



## ADDITIONAL ASSISTANCE

### For additional help or information, you may contact:

- Your property owner or the management company
- The Account Executive for your property in HUD's Multifamily Regional Center or Satellite Office. Refer to on-line resources for contact information
- HUD's National Multifamily Housing Clearinghouse at 1-800-685-8470 to report maintenance or management concerns
- HUD's Office of Fair Housing and Equal Opportunity at 1-800-669-9777, if you believe you have been discriminated against
- HUD's Office of Inspector General Hot Line at 1-800-347-3735 to report fraud, waste, or mismanagement
- HUD's Housing Counseling Service locator at 1-800-569-4287 for the housing counseling agency in your community
- The HUD-EPA National Lead Information Center 1-800-424-LEAD
- Your local government tenant/landlord affairs office, legal services office, or tenant organizations to obtain information on additional rights under local and state law

If appealing a local HUD Office decision, you may contact the Director of the Office of Asset Management and Portfolio Oversight in Washington, DC at 202-708-3730.

Persons who are deaf or hard of hearing or have speech disabilities may reach the numbers above through the Federal Relay (FedRelay) teletype (TTY) number, 800-877-8339, or by other methods shown at [www.gsa.gov/fedrelay](http://www.gsa.gov/fedrelay).

### ON-LINE RESOURCES:

- Department of Housing and Urban Development website: [www.hud.gov](http://www.hud.gov)
- The local HUD Field Offices: <http://www.hud.gov/local> *Note: To locate your local field office, select: Contact My Local Office (under the I Want To section)*



**U.S. Department of Housing and Urban Development**  
Office of Multifamily Housing Programs  
**Washington, DC 20410-0002 Official Business**  
**Penalty for Private Use \$300**



This brochure about your rights and responsibilities as a resident of HUD assisted multifamily housing is available in 13 alternate languages in addition to English and Braille. To determine if your language is available, please contact HUD's National Multifamily Housing Clearinghouse at 1-800-685-8470 or visit <http://www.hud.gov/offices/ftheo/lep.xml>



## RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT

# EIV & You

### ENTERPRISE INCOME VERIFICATION



**What YOU Should Know  
if You are Applying for or are Receiving  
Rental Assistance through the Department of  
Housing and Urban Development (HUD)**

### What is EIV?

EIV is a web-based computer system containing employment and income information on individuals participating in HUD's rental assistance programs. This information assists HUD in making sure "the right benefits go to the right persons".



### What income information is in EIV and where does it come from?

#### The Social Security Administration:

- Social Security (SS) benefits
- Supplemental Security Income (SSI) benefits
- Dual Entitlement SS benefits

#### The Department of Health and Human Services (HSS) National Directory of New Hires (NDNH):

- Wages
- Unemployment compensation
- New Hire (W-4)

### What is the information in EIV used for?

The EIV system provides the owner and/or manager of the property where you live with your income information and employment history. This information is used to meet HUD's requirement to independently verify your employment and/or income when you recertify for continued rental assistance. Getting the information from the EIV system is more accurate and less time consuming and costly to the owner or manager than contacting your income source directly for verification.

Property owners and managers are able to use the EIV system to determine if you:

- correctly reported your income

They will also be able to determine if you:

- Used a false social security number
- Failed to report or under reported the income of a spouse or other household member
- Receive rental assistance at another property

### Is my consent required to get information about me from EIV?

Yes. When you sign form HUD-9887, Notice and Consent for the Release of Information, and form HUD-9887-A, Applicant's/Tenant's Consent to the Release of Information, you are giving your consent for HUD and the property owner or manager to obtain information about you to verify your employment and/or income and determine your eligibility for HUD rental assistance. Your failure to sign the consent forms may result in the denial of assistance or termination of assisted housing benefits.

### Who has access to the EIV information?

Only you and those parties listed on the consent form HUD-9887 that you must sign have access to the information in EIV pertaining to you.

### What are my responsibilities?

As a tenant in a HUD assisted property, you must certify that information provided on an application for housing assistance and the form used to certify and recertify your assistance (form HUD-50059) is accurate and honest. This is also described in the *Tenants Rights & Responsibilities* brochure that your property owner or manager is required to give to you every year.

### Penalties for providing false information

Providing false information is fraud. Penalties for those who commit fraud could include eviction, repayment of overpaid assistance received, fines up to \$10,000, imprisonment for up to 5 years, prohibition from receiving any future rental assistance and/or state and local government penalties.

### Protect yourself, follow HUD reporting requirements

When completing applications and recertifications, you must include all sources of income you or any member of your household receives. Some sources include:

- Income from wages
- Welfare payments
- Unemployment benefits
- Social Security (SS) or Supplemental Security Income (SSI) benefits
- Veteran benefits
- Pensions, retirement, etc.
- Income from assets
- Monies received on behalf of a child such as:
  - *Child support*
  - *AFDC payments*
  - *Social security for children, etc.*

If you have any questions on whether money received should be counted as income, ask your property owner or manager.

When changes occur in your household income or family composition, immediately contact your property owner or manager to determine if this will affect your rental assistance.



Your property owner or manager is required to provide you with a copy of the fact sheet "How Your Rent Is Determined" which includes a listing of what is included or excluded from income.

### What if I disagree with the EIV information?

If you do not agree with the employment and/or income information in EIV, you must tell your property owner or manager. Your property owner or manager will contact the income source directly to obtain verification of the employment and/or income you disagree with. Once the property owner or manager receives the information from the income source, you will be notified in writing of the results.

### What if I did not report income previously and it is now being reported in EIV?

If the EIV report discloses income from a prior period that you did not report, you have two options: 1) you can agree with the EIV report if it is correct, or 2) you can dispute the report if you believe it is incorrect. The property owner or manager will then conduct a written third party verification with the reporting source of income. If the source confirms this income is accurate, you will be required to repay any overpaid rental assistance as far back as five (5) years and you may be subject to penalties if it is determined that you deliberately tried to conceal your income.

### What if the information in EIV is not about me?

EIV has the capability to uncover cases of potential identity theft; someone could be using your social security number. If this is discovered, you must notify the Social Security Administration by calling them toll-free at 1-800-772-1213. Further information on identity theft is available on the Social Security Administration website at: <http://www.ssa.gov/pubs/10064.html>.

### Who do I contact if my income or rental assistance is not being calculated correctly?

First, contact your property owner or manager for an explanation.

If you need further assistance, you may contact the contract administrator for the property you live in; and if it is not resolved to your satisfaction, you may contact HUD. For help locating the HUD office nearest you, which can also provide you contact information for the contract administrator, please call the Multifamily Housing Clearinghouse at: 1-800-685-8470.



### Where can I obtain more information on EIV and the income verification process?

Your property owner or manager can provide you with additional information on EIV and the income verification process. They can also refer you to the appropriate contract administrator or your local HUD office for additional information.

If you have access to a computer, you can read more about EIV and the income verification process on HUD's Multifamily EIV homepage at: [www.hud.gov/offices/hsg/mfh/rhiip/eiv/eivhome.cfm](http://www.hud.gov/offices/hsg/mfh/rhiip/eiv/eivhome.cfm).



JULY 2009

## Tenant Selection Plan Section 811 Addendum

**Development Name: Lorena Springs**

**Effective Date: 6/1/2021**

The policies and procedures detailed below are applicable only to the HUD Section 811 Project Rental Assistance Program (811 Program). All other policies and procedures adopted by the Development will also apply to Eligible Applicants (applicants) and participating Eligible Tenants in the 811 Program unless they directly contradict with the following policies, which will supersede.

### Social Security Numbers

The 811 Program contains specific requirements for disclosing and providing verification of Social Security numbers (SSN).

- Prior to admission, all household members claiming eligible immigration status and requesting assistance must disclose and document their SSN. Applicants who cannot provide SSNs for all household members requesting assistance may retain position on the waiting list. However, appropriate documentation of a SSN for all household members must be provided before the household can be admitted with the exceptions discussed below.
  - Applicant households may become participating eligible tenants in the 811 Program even if a child under 6 years of age is added to the household within the 6-month period prior to the household's date of admission and that child has not yet been issued an SSN. The household has 90 days from the date of the move-in to provide the documentation of the SSN.
  - Applicants who have not disclosed and /or provided verification of SSNs for all non-exempt household members has 90 days from the date they are first offered an available unit to disclose and/or verify the SSNs. Applicants may, at their discretion, retain their place on the waiting list during this 90 day period. If after the 90 day period the applicants are unable to disclose and/or verify the SSNs of all non-exempt household members, the applicant should be determined ineligible and removed from the waiting list.
- Exceptions to the SSN disclosure requirement:
  - Owners with applicants age 62 or older as of January 31, 2010, whose initial determination of eligibility for assistance was begun before January 31, 2010, will obtain documentation from the owner of the Development where the initial determination of eligibility was determined that verifies the applicant's exemption status.
  - Applicant households with foster children or foster adults when:
    - The foster agency refuses to provide the SSN and/or documentation to verify the SSN; and
    - HUD approves such an exemption.

## **Income Limits**

For the 811 Program, the annual gross income determined at the time of initial occupancy cannot exceed the extremely low income limit (ELI) of the area for the household size. The limit is determined annually by the U.S. Department of Housing and Urban Development (HUD) and will be provided by the Development to the applicant at the time of application. Applicants are not required to have income to be eligible for the 811 Program.

## **Application Procedures**

Applications are accepted at Lorena Springs, 5678 Street, Lorena, TX 76655 during the hours of 9:00 AM-5:00 PM. If you require a reasonable accommodation to complete the application process, please contact Harper Riley, 254-567-8910.

## **Screening**

The following criteria will result in an automatic rejection:

- Any household containing a member(s) who was evicted in the last three years from federally assisted housing for drug-related criminal activity. The Development may, but is not required to, consider the two exceptions to the this provision:
  - The evicted household member has successfully completed an approved, supervised drug rehabilitation program; or
  - The circumstances leading to the eviction no longer exist (e.g. the household member no longer resides with the applicant household).
- A household in which any member is 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 Development by other residents.
- Any household member who is subject to a State sex offender lifetime registration requirement.
- If there is reasonable cause to believe that 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 Development will utilize HUD's Enterprise Income Verification (EIV) Existing Tenant Search to determine if any participating eligible tenants are currently residing and/or receiving assistance through another Multifamily Housing or Public and Indian Housing (PIH) location.

Any applicant determined as "high-risk" by the Development per the Development's screening criteria, if applicable, will not be charged an additional deposit. All verification of income and assets identified during the screening process will be obtained through HUD's EIV System, third-party verification or family self-certification.

**Security Deposits**

A security deposit will be collected at the time of lease execution. The security deposit will be equal to the Total Tenant Payment (TTP) or \$50, whichever is greater not to exceed the maximum security deposit charged by the Development for the unit size.

**Occupancy Standards**

The following chart includes the minimum and maximum number of household members per bedroom. (Adjust to fit Development specifications)

	One Bedroom	Two Bedrooms	Three Bedrooms
Minimum number of occupants	One	Two plus one	Three plus one
Maximum number of occupants	Two plus one	Four	Six

At initial occupancy, the Development may not place a lower number of tenants in a unit than allowed for occupancy by HUD Handbook 4350.3 Chapter 3-23 or another reasonable standard established by the Texas Department of Housing and Community Affairs (TDHCA). A single person must not be permitted to occupy a unit with two or more bedrooms, except for the following persons:

- A person with a disability who needs the larger unit as a reasonable accommodation.
- If an appropriate-size accessible unit is not available, owners may house an applicant needing an accessible unit in a larger accessible unit in order to maximize the use of the accessible features.
- A displaced person when no appropriately sized unit is available.
- An elderly person who has a verifiable need for a larger unit.
- A remaining family member of a tenant family when no appropriately sized unit is available.
- An appropriately sized unit must be available and offered to the Section 811 PRA household before the household can move. If the next household on the waiting list is not appropriate for the unit size available, the unit will be offered to the next available household that fits the unit size.

**Unit Transfer Policies**

The Development will maintain a property-wide waiting list that will include residents needing to transfer to another unit. The list below, not all inclusive, details acceptable reasons for a unit transfer:

- A unit transfer due to family size
- A new unit because of changes in family composition
- A unit transfer for a medical reason certified by an appropriate source of information, including but not limited to a physician, psychologist, clinical social worker, other licensed health care, or the Veterans Administration.; or
- A unit transfer based on the need or an accessible unit.

**Fair Housing Requirements**

The Development will comply with Section 504 of the Rehabilitation Act of 1973, The Fair Housing Act Amendments of 1988 and Title VI of the Civil Rights Act of 1964, Titles II and III of the American Disabilities Act, and as applicable, Section 109 of the Housing and Community and Development Act of 1974.

- Section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of disability in any program or activity receiving federal financial assistance from HUD.
- The Fair Housing Act prohibits discrimination in housing and housing related transactions based on race, color, religion, sex, national origin, disability and familial status.
- Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color or national origin in any program or activity receiving federal financial assistance from HUD.
- Title II of the American Disabilities Act prohibits discrimination on the basis of disability in all service, programs and activities provided to the public by State and local governments, except public transportation services.
- Title III of the American Disabilities Act prohibits discrimination on the basis of disability in the activities of places of public accommodations.
- Section 109 of the Housing and Community Development Act of 1974 prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development and Block Grant Program.

The Development will ensure to make reasonable accommodations for applicants and participating eligible tenants with disabilities. These accommodations include, but are not limited to, alterations in the application process or in the processes in which the Owner administers policies. Additionally, the Owner will make structural modifications to the housing and non-housing areas of the Development to ensure full access to those persons with limitations due to a handicap or disability. The owner will perform such modifications per Section 504 requirements.

### **Opening and closing of wait lists**

TDHCA maintains the 811 Program waitlist and TDHCA is responsible for opening and closing the waitlist as described in the TDHCA Tenant Selection Plan.

### **Student Eligibility**

Student eligibility must be determined at move-in, annual recertification, initial certification (when an in-place tenant begins receiving Section 811), and interim certification if the family composition changes due to a household member becoming enrolled as a student.

- Noncitizen students and their noncitizen families may not receive assistance. Noncitizen students are not eligible for continuation of assistance, prorated assistance, or temporary deferral of termination of assistance.
- The student must meet all of the following criteria to be eligible. The student must:
  - Be of legal contract age under state law;
  - Have established a household separate from parents or legal guardians for at least one year prior to application for occupancy, or
  - Meet the U.S. Department of Education's definition of an independent student.

- Not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations; and
- Obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support. This certification is required even if no assistance will be provided.

Participating eligible tenants must also adhere to any additional student restrictions applicable to the other affordable housing programs the Development may be layered with. These restrictions are detailed in the Development's additional written policies and procedures.

### **Violence Against Women Act (VAWA)**

VAWA provisions are addressed in the development's additional written policies and procedures.

## **Rejections and Appeals**

In addition to those items disclosed in the Development's policies and procedures HUD rules require applicants must be rejected when:

- The family's annual income exceeds program income limits.
- The Head of Household, the spouse or co-head, and all other adults (age 18 and older) in each applicant family do not sign an Authorization for Release of Information (HUD Form 9887 and 9887/A) prior to being accepted.
- The unit for which the family is applying for will not be the only residence.
- Applicant does not agree to pay rent required by the program under which the family will be receiving assistance.

All applicants have the right to appeal. The applicant must respond to the Owner in writing or request a meeting within 14 days to dispute the denial. Once the Owner has responded or requested a meeting to discuss the denial, the Owner must within five (5) days advise the applicant in writing of the final decision of eligibility.

## **Additional Deposits**

### **Pet Deposits**

A pet deposit is allowed to be collected only for households with cats or dogs. The total deposit may not exceed \$300 and the initial deposit cannot exceed \$50 at the time the pet is brought to the premises. The remaining amount of the deposit may be collected in monthly increments not to exceed \$10.



# Credit Report

**Charlie Cole**  
1234 Street  
Lorena, TX 76655  
Reported: 10/21

SSN Message: SSN Matched (confirmed by bureau)

## Employment

Kraft Foods  
HEB

## Profile Summary

### Record Counts

Tradelines:

3

Collections:

1

Public Records:

0

Inquires:

6

### Derogatory Items:

Negative Tradelines:

3

Tradelines with any historical negatives:

3

Occurrence of any historical negatives:

43

Tradeline Summary	Count	High Credit	Credit Limit	Balance	Past Due	Payment	Available
Revolving	0	N/A	N/A	N/A	N/A	N/A	N/A
Installment	2	\$2,710	\$0	\$0	\$0	\$0	N/A
Mortgage	0	N/A	N/A	N/A	N/A	N/A	N/A
Open	2	\$3,061	\$0	\$3,061	\$2,894	\$0	0%
Closed w/Bal	-	N/A	N/A	\$1,107	\$1,107	\$0	N/A
<b>Total</b>	<b>4</b>	<b>\$5,771</b>	<b>\$0</b>	<b>\$4,168</b>	<b>\$4,001</b>	<b>\$0</b>	<b>N/A</b>

## Resident Score

# 610

### Score Factors

Level of delinquency on accounts  
Account(s) not paid as agreed and/or legal item filed  
Number of accounts with delinquency  
Too many inquires last 12 months

## Inquiries

Date	Name	Kind of Business
7/15/21	NES	Collection services
6/5/21	T-Mobile	Utilities and Fuel
4/10/21	Aaron's	Home or Office Furnishing
2/21/21	Ashley's	Home or Office Furnishing

Supplemental and Optional Contact Information for HUD-Assisted Housing Applicants

**SUPPLEMENT TO APPLICATION FOR FEDERALLY ASSISTED HOUSING**

This form is to be provided to each applicant for federally assisted housing

**Instructions: Optional Contact Person or Organization:** You have the right by law to include as part of your application for housing, the name, address, telephone number, and other relevant information of a family member, friend, or social, health, advocacy, or other organization. This contact information is for the purpose of identifying a person or organization that may be able to help in resolving any issues that may arise during your tenancy or to assist in providing any special care or services you may require. **You may update, remove, or change the information you provide on this form at any time.** You are not required to provide this contact information, but if you choose to do so, please include the relevant information on this form.

<b>Applicant Name:</b>	
<b>Mailing Address:</b>	
<b>Telephone No:</b>	<b>Cell Phone No:</b>
<b>Name of Additional Contact Person or Organization:</b>	
<b>Address:</b>	
<b>Telephone No:</b>	<b>Cell Phone No:</b>
<b>E-Mail Address (if applicable):</b>	
<b>Relationship to Applicant:</b>	
<b>Reason for Contact:</b> (Check all that apply)	
<input type="checkbox"/> Emergency	<input type="checkbox"/> Assist with Recertification Process
<input type="checkbox"/> Unable to contact you	<input type="checkbox"/> Change in lease terms
<input type="checkbox"/> Termination of rental assistance	<input type="checkbox"/> Change in house rules
<input type="checkbox"/> Eviction from unit	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Late payment of rent	
<b>Commitment of Housing Authority or Owner:</b> If you are approved for housing, this information will be kept as part of your tenant file. If issues arise during your tenancy or if you require any services or special care, we may contact the person or organization you listed to assist in resolving the issues or in providing any services or special care to you.	
<b>Confidentiality Statement:</b> The information provided on this form is confidential and will not be disclosed to anyone except as permitted by the applicant or applicable law.	
<b>Legal Notification:</b> Section 644 of the Housing and Community Development Act of 1992 (Public Law 102-550, approved October 28, 1992) requires each applicant for federally assisted housing to be offered the option of providing information regarding an additional contact person or organization. By accepting the applicant's application, the housing provider agrees to comply with the non-discrimination and equal opportunity requirements of 24 CFR section 5.105, including the prohibitions on discrimination in admission to or participation in federally assisted housing programs on the basis of race, color, religion, national origin, sex, disability, and familial status under the Fair Housing Act, and the prohibition on age discrimination under the Age Discrimination Act of 1975.	

Check this box if you choose not to provide the contact information.

<i>Charlie Cole</i>	
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**Signature of Applicant**

**Date**

The information collection requirements contained in this form were submitted to the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520). The public reporting burden is estimated at 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Section 644 of the Housing and Community Development Act of 1992 (42 U.S.C. 13604) imposed on HUD the obligation to require housing providers participating in HUD's assisted housing programs to provide any individual or family applying for occupancy in HUD-assisted housing with the option to include in the application for occupancy the name, address, telephone number, and other relevant information of a family member, friend, or person associated with a social, health, advocacy, or similar organization. The objective of providing such information is to facilitate contact by the housing provider with the person or organization identified by the tenant to assist in providing any delivery of services or special care to the tenant and assist with resolving any tenancy issues arising during the tenancy of such tenant. This supplemental application information is to be maintained by the housing provider and maintained as confidential information. Providing the information is basic to the operations of the HUD Assisted-Housing Program and is voluntary. It supports statutory requirements and program and management controls that prevent fraud, waste and mismanagement. In accordance with the Paperwork Reduction Act, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information, unless the collection displays a currently valid OMB control number.

**Privacy Statement:** Public Law 102-550, authorizes the Department of Housing and Urban Development (HUD) to collect all the information (except the Social Security Number (SSN)) which will be used by HUD to protect disbursement data from fraudulent actions.

## Recertification Notice

### Exhibit 7-1: Annual Recertification Initial Notice

Initial Notice [To be signed by resident and owner at initial certification and at subsequent recertifications].

Charlie Cole  
5678 Street, Lorena, TX 76655

11/1/21

Dear Charlie Cole:

As stated in paragraph [15, 10, or 9—indicate the paragraph number that corresponds to the paragraph of the model lease being used for the tenant] of your lease, the U.S. Department of Housing and Urban Development (HUD) requires that we review your income and family composition every year to redetermine rent and assistance levels.

To complete our review of your income and family composition, you must meet with **Harper Riley, Manager** and supply the required information each year. **Harper Riley** will conduct your recertification interviews in **August 2022**. We will send you a reminder notice when it is time for your next recertification interview. At that time you must contact **Harper Riley** to schedule an appointment for an interview.

\*\*Cooperation with the recertification requirement is a condition of continued program participation. You must report the required information and provide the required signatures to enable the owner to process the recertification by the **November 2022**. \*\*

When you attend the interview, you must bring the following information: all verifications for income, assets and applicable expenses.

I have read and understand this letter describing the requirement for my participation in an annual recertification interview

*Charlie Cole*

11/01/2021

Signature of the Head of Family

Date

*Harper Riley*

11/01/2021

Signature of Witness

Date

**Public reporting burden** for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits and is voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. This information is authorized by 24 CFR 5.657, 880.603, 884.218, 886.324, 891.410, 891.610 and 891.750 require that the owner must reexamine the income and composition of all families at least annually. By providing tenants notification in advance of the scheduled recertification meeting and the information they need to provide, the tenant is made aware of the documents they need to retain throughout the recertification period in order to reduce their burden at the time of recertification. This information is considered non-sensitive and does not require any special protection.

**Race and Ethnic Data Reporting Form**

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

OMB Approval No. 2502-0204  
(Exp. 06/30/2017)

TDHCA 811 Program

TX59RDD1201

221 East 11th St., Austin, TX 78701

<b>Name of Property</b>	<b>Project No.</b>	<b>Address of Property</b>
TDHCA		Section 811 PRA Demonstration

<b>Name of Owner/Managing Agent</b>	<b>Type of Assistance or Program Title:</b>

<b>Name of Head of Household</b>	<b>Name of Household Member</b>

Date (mm/dd/yyyy): \_\_\_\_\_

<b>Ethnic Categories*</b>	<b>Select One</b>
Hispanic or Latino	
Not-Hispanic or Latino	
<b>Racial Categories*</b>	<b>Select All that Apply</b>
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	

**\*Definitions of these categories may be found on the reverse side.**

**There is no penalty for persons who do not complete the form.**

*Charlie Cole*

**Signature**

**Date**

**Public reporting burden** for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits and voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. Owners/agents must offer the opportunity to the head and co-head of each household to "self certify" during the application interview or lease signing. In-place tenants must complete the format as part of their next interim or annual re-certification. This process will allow the owner/agent to collect the needed information on all members of the household. Completed documents should be stapled together for each household and placed in the household's file. Parents or guardians are to complete the self-certification for children under the age of 18. Once system development funds are provided and the appropriate system upgrades have been implemented, owners/agents will be required to report the race and ethnicity data electronically to the TRACS (Tenant Rental Assistance Certification System). This information is considered non-sensitive and does not require any special protection.

## Instructions for the Race and Ethnic Data Reporting (Form HUD-27061-H)

### A. General Instructions:

This form is to be completed by individuals wishing to be served (applicants) and those that are currently served (tenants) in housing assisted by the Department of Housing and Urban Development.

Owner and agents are required to offer the applicant/tenant the option to complete the form. The form is to be completed at initial application or at lease signing. In-place tenants must also be offered the opportunity to complete the form as part of the next interim or annual recertification. Once the form is completed it need not be completed again unless the head of household or household composition changes. There is no penalty for persons who do not complete the form. However, the owner or agent may place a note in the tenant file stating the applicant/tenant refused to complete the form. **Parents or guardians are to complete the form for children under the age of 18.**

The Office of Housing has been given permission to use this form for gathering race and ethnic data in assisted housing programs. Completed documents for the entire household should be stapled together and placed in the household's file.

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories.

1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

2. The five racial categories to choose from are defined below: You should check as many as apply to you.

1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam
3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American."
4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

## Lorena Springs Rent Ledger

**Resident** Charlie Cole  
**Address** 5678 Street, Unit 2

**One Bedroom**

<b>Move In Date</b>	12/1/2021	<b>Security Deposit</b>	\$ 400.00
<b>Move Out Date</b>		<b>Tenant Rent</b>	\$ 350.00
		<b>UA</b>	\$ 50.00

Date	Source	Transaction Description	Debit	Credit	Balance
12/1/2021	LS	Security Deposit	\$ 400.00		\$ 400.00
12/1/2021	Tenant	Security Deposit		\$ 400.00	\$ -
12/1/2021	LS	Rent	\$ 350.00		\$ 350.00
12/1/2021	LS	HAP Rent	\$ 491.00		\$ 841.00
12/1/2021	Tenant	Rent		\$ 350.00	\$ 491.00
12/5/2021	HUD	HAP Rent		\$ 491.00	\$ -
1/1/2022	LS	Rent	\$ 350.00		\$ 350.00
1/1/2022	LS	HAP Rent	\$ 491.00		\$ 841.00
1/1/2022	Tenant	Rent		\$ 350.00	\$ 491.00
1/5/2022	HUD	HAP Rent		\$ 491.00	\$ -
2/1/2022	LS	Rent	\$ 350.00		\$ 350.00
2/1/2022	LS	HAP Rent	\$ 491.00		\$ 841.00
2/1/2022	Tenant	Rent		\$ 350.00	\$ 491.00
2/5/2022	HUD	HAP Rent		\$ 491.00	\$ -
3/1/2022	LS	Rent	\$ 350.00		\$ 350.00
3/1/2022	LS	HAP Rent	\$ 491.00		\$ 841.00
3/1/2022	Tenant	Rent		\$ 350.00	\$ 491.00
3/5/2022	HUD	HAP Rent		\$ 491.00	\$ -
4/1/2022	LS	Rent	\$ 350.00		\$ 350.00
4/1/2022	LS	HAP Rent	\$ 491.00		\$ 841.00
4/1/2022	Tenant	Rent		\$ 350.00	
4/5/2022	HUD	HAP Rent		\$ 491.00	

**811 Project Rental Assistance Lease**  
**SUPPORTIVE HOUSING FOR PERSONS WITH DISABILITIES**

This agreement made and entered into this 1st day of December, 2021, between Lorena Springs as LANDLORD, and Charlie Cole as Tenant.

WITNESSETH:

WHEREAS, the LANDLORD is a multifamily project receiving federal project-based rental assistance pursuant to Section 811 of the Cranston-Gonzalez National Affordable Housing Act, as amended by the Frank Melville Supportive Housing Act of 2010 and

WHEREAS, the LANDLORD has entered into a Rental Assistance Contract (RAC) with the State Housing Finance Agency (HFA).

WHEREAS, pursuant to a Cooperative Agreement between HUD and the HFA, the HFA agrees to disburse Section 811 Project Rental Assistance Demonstration (PRA Demo) funds to the Landlord, conditioned on the the LANDLORD limiting occupancy, based upon a HFA agreed specified number of PRA Demo units, to extremely low income persons with disabilities as defined in Section 811 of the National Affordable Housing Act, as amended and applicable HUD regulations under criteria for eligibility of TENANTS for admission to assisted units and conditions of continued occupancy in accordance with the terms and provisions of the RAC Contract, and

NOW THEREFORE,

1. The LANDLORD leases to the TENANT, and the TENANT leases from the LANDLORD dwelling unit in the project known as Lorena Springs for a term of one year commencing on the 1st day of December, 2021, and ending on the 30th day of November, 2022.

2. The total rent (Contract Rent) shall be \$ 841 per month.

3. The total rent specified in Paragraph 2, above, shall include the following utilities:

None

(If the total rent includes all utilities, enter "ALL"; where TENANTS pay some or all utilities, enter the following additional paragraph as 3a.)

The total rent stipulated herein does not include the cost of the following utility service(s), for which the Utility Allowance is \$ 50.

Electric

charges for such service(s) are to be paid directly by the TENANT to the utility company/companies providing such service(s). If the Utility Allowance exceeds the required TENANT's share of the total housing expense per HUD-approved schedule and criteria, the LANDLORD shall pay the TENANT the amount of such excess on behalf of the Government upon receipt of funds from HUD for that purpose.

4. Of the total rent, \$ \$491 shall be payable by or at the direction of HUD as project rental assistance payments on behalf of the TENANT, and \$ 350 shall be payable by the TENANT. These amounts shall be subject to change by reason of changes in requirements, changes in the TENANT's family income, family composition or extent of exceptional medical or other unusual expenses in accordance with HUD-established schedules and criteria; or by reason of adjustment by HUD of any applicable Utility Allowance. Any such change shall be effective as of the date stated in a Notice to the TENANT.

5. The TENANT's share of the rent shall be due and payable on or before the first day of each month at Lorena Springs to the LANDLORD, or to such other person or persons or at such places as the LANDLORD may from time to time designate in writing.

6. A security deposit in an amount equal to one month's total TENANT payment or \$50, whichever is greater, shall be required at the time of execution of this Agreement. Accordingly, TENANT hereby makes a deposit of \$ 400 against any damage except reasonable wear done to the premises by the TENANT, his/her family, guests, or agents; and agrees to pay when billed the full amount of any such damage in order that the deposit will remain intact. Upon termination of this Lease, the deposit is to be refunded to the TENANT or to be applied to any such damage or any rent delinquency. The LANDLORD shall comply with all State and local laws regarding interest payments on security deposits.

7. The LANDLORD shall not discriminate against the TENANT in the provision of services or in any other manner on the grounds of race, color, creed, religion, sex, familial status, national origin, or disability.

8. Unless terminated or modified as provided herein, this Agreement shall be automatically renewed for successive terms of One month each at the aforesaid rental, subject to adjustment as herein provided.

(a) The TENANT may terminate this Agreement at the end of the initial term or any successive term by giving 30 days written notice in advance to the LANDLORD. Whenever the LANDLORD has been in material noncompliance with this Agreement, the TENANT may in accordance with State law terminate this Agreement by so advising the LANDLORD in writing.

(b) The LANDLORD's right to terminate this Agreement is governed by the regulation of the Secretary at Title 24, Part 5, Subpart I and Part 247 (herein referred to as the HUD Regulation). The HUD Regulation provides that the LANDLORD may terminate this Agreement only under the following circumstances:

(1) The LANDLORD may terminate, effective at the end of the initial term or any successive term, by giving the TENANT

notification in the manner prescribed in paragraph (g) below that the term of this Agreement is not renewed and this Agreement is accordingly terminated. This termination must be based upon either material noncompliance with this Agreement, material failure to carry out obligations under any State landlord or tenant act, or criminal activity that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; any criminal activity that threatens the health or safety of any on-site project management staff responsible for managing the premises, or any drug-related criminal activity on or near such premises, engaged in by a resident, any member of the resident's household or other person under the resident's control; or other good cause. When the termination of the tenancy is based on other good cause, the termination notice shall so state, at the end of a term and in accordance with the termination provisions of this Agreement, but in no case earlier than 30 days after receipt by the TENANT of the notice. Where the termination notice is based on material noncompliance with this Agreement or material failure to carry out obligations under a State landlord and tenant act, the time of service shall be in accordance with the previous sentence or State law, whichever is later.

(2) Notwithstanding subparagraph (1), whenever the TENANT has been in material noncompliance with this Agreement, the LANDLORD may, in accordance with State law and the HUD Regulation, terminate this Agreement by notifying the TENANT in the manner prescribed in paragraph (g) below.

(c) If the TENANT does not vacate the premises on the effective date of the termination of this Agreement, the LANDLORD may pursue all judicial remedies under State or local law for the eviction of the TENANT, and in accordance with the requirements in the HUD Regulation.

(d) The term "material noncompliance with this Agreement" shall, in the case of the TENANT, include (1) one or more substantial violations of this Agreement, (2) repeated minor violations of this Agreement which disrupt the livability of the project, adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related project facilities, interfere with the management of the project or have an adverse financial effect on the project, (3) failure of the TENANT to timely supply all required information on the income and composition, or eligibility factors of the TENANT household (including failure to meet the disclosure and verification requirements for Social Security Numbers, as provided by 24 CFR Part 5, Subpart B or knowingly providing incomplete or inaccurate information). Nonpayment of rent or any other financial obligation due under this Agreement (including any portion thereof) beyond any grace period permitted under State law shall constitute a substantial violation. The payment of rent or any other financial obligation due under this Agreement after the due date but within any grace period permitted under State law shall constitute a minor violation.

(e) The conduct of the TENANT cannot be deemed other good cause unless the LANDLORD has given the TENANT prior notice that said conduct shall henceforth constitute a basis for termination of this Agreement. Said notice shall be served on the TENANT in the manner prescribed in paragraph (g) below.

(f) The LANDLORD's determination to terminate this Agreement shall be in writing and shall (1) state that the Agreement is terminated on a date specified therein, (2) state the reasons for the LANDLORD's action with enough specificity so as to enable the TENANT to prepare a defense, (3) advise the TENANT that if he or she remains in the leased unit on the date specified for termination, the LANDLORD may seek to enforce the termination only by bringing a judicial action at which time the TENANT may present a defense, and (4) be served on the TENANT in the manner prescribed by paragraph (g) below.

(g) The LANDLORD's termination notice shall be accomplished by (1) sending a letter by first class mail, properly stamped and addressed, to the TENANT at his/her address at the project, with a proper return address, and (2) serving a copy of said notice on any adult person answering the door at the leased dwelling unit, or if no adult responds, by placing the notice under or through the door, if possible, or else by affixing the notice to the door. Service shall not be deemed effective until both notices provided for herein have been accomplished. The date on which the notice shall be deemed to be received by the TENANT shall be the date on which the first class letter provided for in clause (1) herein is mailed, or the date on which the notice provided for in clause (2) is properly given, whichever is later.

(h) The LANDLORD may, with the prior approval of HUD, modify the terms and conditions of the Agreement, effective at the end of the initial term or a successive term, by serving an appropriate notice on the TENANT, together with the tender of a revised Agreement or an addendum revising the existing Agreement. Any increase in rent shall, in all cases, be governed by **24 CFR Part 245, and other applicable HUD regulations**. This notice and tender shall be served on the TENANT (as defined in paragraph (g)) at least 30 days prior to the last date on which the TENANT has the right to terminate the tenancy without being bound by the codified terms and conditions. The TENANT may accept it by executing the tendered revised agreement or addendum, or may reject it by giving the LANDLORD written notice at least 30 days prior to its effective date that he/she intends to terminate the tenancy. The TENANT's termination notice shall be accomplished by sending a letter by first class mail, properly stamped and addressed to the LANDLORD at his/her address.

(i) The LANDLORD may terminate this Agreement for the following reasons:

1. drug related criminal activity engaged in on or near the premises, by any TENANT, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control;

2. determination made by the LANDLORD that a household member is illegally using a drug;

3. determination made by the LANDLORD that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

4. criminal activity by a tenant, any member of the TENANT'S household, a guest or another person under the TENANT'S control:

(a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or

(b) that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;

5. if the TENANT is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that in the case of the State of New Jersey, is a high misdemeanor; or

6. if the TENANT is violating a condition of probation or parole under Federal or State law;

7. determination made by the LANDLORD that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;

8. if the LANDLORD determines that the tenant, any member of the TENANT'S household, a guest or another person under the TENANT'S control has engaged in criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or another person under the tenant's control has been arrested or convicted for such activity.

9. TENANT agrees that the family income, family composition and other eligibility requirements shall be deemed substantial and material obligations of his/her tenancy with respect to the amount of rental he/she will be obligated to pay and his/her right of occupancy, and that a recertification of income shall be made to the LANDLORD annually from the date of this lease in accordance with HUD regulations and requirements.

10. TENANT agrees that the TENANT's share of the monthly rental payment is subject to adjustment by the LANDLORD to reflect income changes which are disclosed on any of TENANT's recertification of income, and TENANT agrees to be bound by such adjustment. LANDLORD agrees to give 30 days written notice of any such adjustment to the TENANT, by an addendum to be made a part of this lease, stating the amount of the adjusted monthly rental which the TENANT will be required to pay.

11. The TENANT shall not assign this lease, sublet the premises, give accommodation to any roomers or-lodgers, or permit the use of the premises for any purpose other than as a private dwelling solely for the TENANT and his/her family. The TENANT agrees to reside in this unit and

agrees that this unit shall be the TENANT's and his/her family's only place of residence.

12. TENANT agrees to pay the LANDLORD any rental which should have been paid but for (a) TENANT's misrepresentation in his/her initial income certification or recertification, or in any other information furnished to the LANDLORD or (b) TENANT's failure to supply income recertification when required or to supply information requested by the LANDLORD.

13. TENANT for himself/herself and his/her heirs, executors and administrators agrees as follows:

(a) To pay the rent herein stated promptly when due, without any deductions whatsoever, and without any obligation on the part of the LANDLORD to make any demand for the same;

(b) To keep the premises in a clean and sanitary condition, and to comply with all obligations imposed upon TENANTS under applicable provisions of building and housing codes materially affecting health and safety with respect to said premises and appurtenances, and to save the LANDLORD harmless from all fines, penalties and costs for violations or noncompliance by TENANT with any of said laws, requirements or regulations, and from all liability arising out of any such violations or noncompliance.

(c) Not to use premises for any purpose deemed hazardous by insurance companies carrying insurance thereon;

(d) That if any damage to the property shall be caused by his/her acts or neglect, the TENANT shall forthwith repair such damage at his/her own expense, and should the TENANT fail or refuse to make such repairs within a reasonable time after the occurrence of such damage, the LANDLORD may, at his/her option, make such repairs and charge the cost thereof to the TENANT, and the TENANT shall thereupon reimburse the LANDLORD for the total cost of the damages so caused,

(e) To permit the LANDLORD, or his/her agents, or any representative of any holder of a mortgage on the property, or when authorized by the LANDLORD, the employees of any contractor, utility company, municipal agency or others, to enter the premises for the purpose of making reasonable inspections and repairs and replacements,

(f) Not to install a washing machine, clothes dryer, or air conditioning unit in the apartment without the prior approval of the LANDLORD; and

(g) To permit the LANDLORD or his/her agents to bring appropriate legal action in the event of a breach or threatened breach by the TENANT of any of the covenants or provisions of this lease.

14. The TENANT is permitted to keep common household pets in his/her dwelling unit or in an independent living facility (subject to the provisions in 24 CFR Part 5, Subpart C) and the pet rules

promulgated under 24 CFR 5.315). Project owners may limit the number of common household pets to one pet in each group home. (24 CFR 5.318(b)(ii)). Any pet rules promulgated by the LANDLORD are attached hereto and incorporated hereby. The TENANT agrees to comply with these rules. A violation of these rules may be grounds for removal of the pet or termination of the TENANT's (pet owner's) tenancy (or both), in accordance with the provisions of 24 CFR Part 5, Subpart C, and applicable regulations and State or local law. These regulations include 24 CFR Part 247 (Evictions From Certain Subsidized and HUD-Owned Projects) and provisions governing the termination of tenancy under the Project Rental Assistance Contract.

Note: The Part 5 Pet Rules do not apply to an animal used by a Tenant or visitor that is needed as a reasonable accommodation for the Tenant's or visitor's disability.

[Optional] The LANDLORD may after reasonable notice to the TENANT and during reasonable hours, enter and inspect the premises. Entry and inspection is permitted only if the LANDLORD has received a signed, written complaint alleging (or the LANDLORD has reasonable grounds to believe) that the conduct or condition of a pet in the dwelling unit constitutes, under applicable State or local law, a nuisance or a threat to the health or safety of the occupants of the project or other persons in the community where the project is located.

If there is not State or local authority (or designated agent of such an authority) authorized under applicable State or local law to remove a pet that becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole, the LANDLORD may enter the premises (if necessary), remove the pet, and take such action with respect to the pet as may be permissible under State and local law, which may include placing it in a facility that will provide care and shelter for a period not to exceed 30 days. The LANDLORD shall enter the premises and remove the pet or take such other permissible action only if the LANDLORD requests the TENANT (pet owner) to remove the pet from the project immediately, and the TENANT (pet owner) refuses to do so, or if the LANDLORD is unable to contact the TENANT (pet owner) to make a removal request. The cost of the animal care facility shall be paid as provided in 24 CFR 5.363. (NOTE: Paragraph 14 does not apply to individual residents of 811 Group Homes.)

15. The LANDLORD agrees to comply with the requirement of all applicable Federal, State, and local laws, including health, housing and building codes and to deliver and maintain the premises in safe, sanitary decent condition.

16. The TENANT, by the execution of this Agreement, admits that the dwelling unit described herein has been inspected by him/her and meets with his/her approval. The TENANT acknowledges hereby that said premises have been satisfactorily completed and that the LANDLORD will not be required to repaint, replaster, or otherwise perform any other work, labor, or service which it has already performed for the TENANT. The TENANT admits that he/she has inspected the unit and found it to be in good and tenantable condition, and agrees that at the end of the occupancy hereunder to deliver up and surrender said premises to the

LANDLORD in as good condition as when received, reasonable wear and tear excepted.

17. No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the LANDLORD in writing. The LANDLORD agrees to provide reasonable accommodation to an otherwise eligible tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Landlord is not required to provide accommodations that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the tenant to make and pay for the modification in accordance with the Fair Housing Act.

18. TENANT agrees not to waste utilities furnished by the LANDLORD; not to use utilities or equipment for any improper or unauthorized purpose, and not to place fixtures, signs, or fences in or about the premises without the prior permission of the LANDLORD in writing. If such permission is obtained, TENANT agrees, upon termination of the lease, to remove any fixtures, signs of fences, at the option of the LANDLORD, without damage to the premises.

19. This Agreement shall be subordinate in respect to any mortgages that are now on or that hereafter may be placed against said premises, and the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this Agreement, and the TENANT agrees to execute any such instrument without cost, which may be deemed necessary or desirable to further effect the subordination of this Agreement to any such mortgage or mortgages and a refusal to execute such instruments shall entitle the LANDLORD, or the LANDLORD's assigns and legal representatives to the option of canceling this Agreement without incurring any expense or damage, and the term hereby granted is expressly limited accordingly.

20. Failure of the LANDLORD to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the LANDLORD's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

21. In return for the TENANT's continued fulfillment of the terms and conditions of this Agreement, the LANDLORD covenants that the TENANT may at all times, while this Agreement remains in effect, have and enjoy for his/her sole use and benefit the above described property.

22. Tenant Income Verification: The TENANT must promptly provide the LANDLORD with any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family income in accordance with HUD requirements.

23. Tenants' rights to organize: LANDLORD agrees to allow TENANT organizers to conduct on the property the activities related to the

establishment or operation of a TENANT organization set out in accordance with HUD requirements.

24. Interim recertifications:

a. The TENANT agrees to advise the LANDLORD immediately if any of the following changes occur.

1. Any household member moves out of the unit.
2. Any adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.
3. The household's income cumulatively increases by \$200 or more a month.

b. The TENANT may report any decrease in income or any change in other factors considered in calculating the Tenant's rent. Unless the LANDLORD has confirmation that the decrease in income or change in other factors will last less than one month, the LANDLORD will verify the information and make the appropriate rent reduction. However, if the TENANT'S income will be partially or fully restored within two months, the LANDLORD may delay the certification process until the new income is known, but the rent reduction will be retroactive and LANDLORD may not evict the TENANT for nonpayment of rent due during the period of the reported decrease and the completion of the certification process. The TENANT has thirty days after receiving written notice of any rent due for the above described time period to pay or the LANDLORD can evict for nonpayment of rent.

c. If the TENANT does not advise the LANDLORD of the interim changes concerning household members or increase in income, the TENANT may be subject to eviction. The LANDLORD may evict TENANT only in accordance with the time frames and administrative procedures set forth in HUD's regulations, handbooks and instructions on the administration of multifamily subsidy programs.

d. The TENANT may request to meet with the LANDLORD to discuss how any change in income or other factors affected his/her rent or assistance payment, if any. If the TENANT requests such a meeting, the LANDLORD agrees to meet with the TENANT and explain how the TENTANT'S rent or assistance payment, if any, was computed.

25. Attachments to the Agreement: The Tenant certifies that he/she has received a copy of the Agreement and the following attachments to the Agreement and understands that these attachments are part of the Agreement.

- a. Attachment No. 1 - Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, form HUD-50059
- b. Attachment No. 2 - Unit Inspection Report.
- c. Attachment No. 3 - House Rules (if any).

d. Attachment No. 4 - Pet Rules

WITNESS: Harper Riley LANDLORD  
Date 12/1/2021  
By: Charlie Cole TENANT  
Date 12/1/2021  
\_\_\_\_\_  
\_\_\_\_\_

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information collection is necessary to ensure that viable projects are developed. It is important to obtain information from applicants to assist HUD in determining if nonprofit organizations initially funded continue to have the financial and administrative capacity needed to develop a project and that the project design meets the needs of the residents. The Department will use this information to determine if the project meets statutory requirements with respect to the development and operation of the project, as well as ensuring the continued marketability of the projects. This information is required in order to obtain benefits. This information is considered non-sensitive and no assurance of confidentiality is provided.

**[Insert Name of Housing Provider<sup>1]</sup>**

**Notice of Occupancy Rights under the Violence Against Women Act<sup>2</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>3</sup> VAWA protections are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>4</sup>

The Texas Department of Housing and Community Affairs is the State agency that oversees (please circle the covered program) **the Housing Tax Credit, HOME Multifamily, HOME**

**Tenant Based Rental Assistance, Tax Credit Assistance Program-Repayment Funds,**

**National Housing Trust Fund, Emergency Solutions Grant, Section 811 Project Rental**

**Assistance Program, and the Housing Choice Voucher Program “covered program”.** This

notice explains your rights under VAWA. A U.S. Department of Housing (“HUD”) approved certification form is attached to this notice. You can fill out this form to show that you are or have been subject to domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

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<sup>1</sup> The notice uses HP for housing provider but the housing provider should insert its name where HP is used. Program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

<sup>2</sup> Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

<sup>3</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>4</sup> Housing providers in the covered programs cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

### **Protections for Applicants**

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

### **Protections for Tenants**

If you are receiving assistance under **the covered program**, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been subject to domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been subject to of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under **the covered program** solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

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

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

If HP chooses to remove the abuser or perpetrator, HP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator

was the sole tenant to have established eligibility for assistance under the program, HP must allow the tenant who is or has VAWA protections and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

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

### **Moving to Another Unit**

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

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you have been subject to domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

**(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

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

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

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

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

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

documentation. HP may, but does not have to, extend the deadline for the submission of documentation upon your request.

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

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

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

If HP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

### **Confidentiality**

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

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

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

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

- A law requires HP or your landlord to release the information.

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

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

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

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

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

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

### **Other Laws**

VAWA does not replace any Federal, State, or local law that provides greater protection for persons subject to domestic violence, dating violence, sexual assault, or stalking. You may be

entitled to additional housing protections for persons subject to domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

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

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with TDHCA at

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

**For Additional Information**

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

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

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

For questions regarding VAWA, and/or if you need to move due to domestic violence, dating violence, sexual assault, or stalking please contact the Texas Department of Housing and Community Affairs at 512-475-3800 or 800-475-3800 (Relay Texas 800-735-2989) for assistance in locating other available housing (note, this is not a domestic violence hotline).

Depending on your location, the Department may also have a listing of local service providers and advocates who can help you move to a safe and available unit. For more information regarding housing and other laws that may protect or provide additional options for survivors, call the Texas Council on Family Violence Policy Team at: 1-800-525-1978.

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

To speak with an advocate and receive confidential support, information and referrals regarding domestic violence 24 hours a day, every day, contact the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also visit the Texas Council on Family Violence website for a listing 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 NCVC, through calling Victim Connect Helpline: 855-4-VICTIM (855-484-2846) or searching for local providers at <http://victimconnect.org/get-help/connect-directory/>.

### Legal Resources

**TexasLawHelp.org**  
[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.

**Appendix 5: Move-In/Move-Out Inspection Form**

[Company name]  
[Company address]

Property		Resident	
Apartment No.	Unit Size	Move-In Inspection Date	Move-Out Inspection Date

Item	Condition		Cost to Correct
	Move-In	Move-Out	
<b>ENTRANCE/HALLS</b>			
Steps and landings			
Handrails			
Doors			
Hardware/Locks			
Floors/Coverings			
Walls/Coverings			
Ceilings			
Windows/Coverings			
Lighting <sup>1</sup>			
Electrical Outlets			
Closets <sup>2</sup>			
Fire alarms/equipment			
<b>LIVING ROOM</b>			
Floor/Coverings			
Walls/Coverings			
Ceiling			
Windows/Covering			
Lighting <sup>1</sup>			
Electrical outlets			

Item	Condition		Cost to Correct
	Move-In	Move-Out	
<b>DINING ROOM</b>			
Floor/Coverings			
Walls/Coverings			
Ceiling			
Windows/Coverings			
Lighting <sup>1</sup>			
Electrical outlets			
<b>KITCHEN</b>			
Range			
Refrigerator			
Sink/Faucets <sup>3</sup>			
Floor/Coverings			
Walls/Coverings			
Ceiling			
Windows/Coverings			
Lighting <sup>1</sup>			
Electrical outlets			
Cabinets			
Closets/Pantry <sup>2</sup>			
Exhaust fan			
Fire alarms/equipment			
<b>BEDROOM(S)</b>			
Doors and locks			
Floor/Coverings			
Walls/Coverings			
Ceiling			
Windows/Covering			
Closets <sup>2</sup>			
Lighting <sup>1</sup>			
Electrical outlets			

Item	Condition		Cost to Correct
	Move-In	Move-Out	
<b>BATHROOM(S)</b>			
Sink/Faucets <sup>3</sup>			
Shower/Tub <sup>3</sup>			
Curtain rack/Door			
Towel rack			
Toilet			
Doors/Locks			
Floor/Coverings			
Walls/Coverings			
Ceiling			
Windows/Coverings			
Closets <sup>2</sup>			
Cabinets			
Exhaust fan			
Lighting <sup>1</sup>			
Electrical outlets			
<b>OTHER EQUIPMENT</b>			
Heating Equipment			
Air-conditioning unit(s)			
Hot-water heater			
Smoke/Fire alarms			
Thermostat			
Door bell			
<b>TOTAL</b>			
1. Fixtures, Bulbs, Switches, and Timers 2. Floor/Walls/Ceiling, Shelves/Rods, Lighting 3. Water pressure and Hot water			

**Move-In**

This unit is in decent, safe and sanitary condition. Any deficiencies identified in this report will be remedied within 30 days of the date the tenant moves into the unit.

*Harper Riley*

\_\_\_\_\_

Manager's Signature

I have inspected the apartment and found this unit to be in decent, safe and sanitary condition. Any deficiencies are noted above. I recognize that I am responsible for keeping the apartment in good condition, with the exception of normal wear. In the event of damage, I agree to pay the cost to restore the apartment to its original condition.

*Charlie Cole*

\_\_\_\_\_

Resident's Signature

\_\_\_\_\_

Resident's Signature

	By	Date
Prepared	_____	_____
Reviewed	_____	_____
Prepared	_____	_____
Reviewed	_____	_____

**Move-Out**

\_\_\_\_\_

Manager's Signature

Agree with move-out inspection

Disagree with move-out inspection

If disagree, list specific items of disagreement.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Resident's Signature

\_\_\_\_\_

Resident's Signature

	By	Date
Prepared	_____	_____
Reviewed	_____	_____
Prepared	_____	_____
Reviewed	_____	_____

**Public reporting burden** - HUD is not requesting approval of any burden hours for the move-in/move-out inspection report since use of move-in/move-out inspection reports are a standard business practice in the housing rental industry. This information is required to obtain benefits and is voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The owner/management agent and tenant together conduct a move-in/move-out inspection to document the condition of the unit at the time of move-in/move-out. Conducting move-in/move-out inspections are a standard business practice in the housing rental industry and are used for determining damages caused by the tenant during tenancy and allowable deductions from the tenant's security deposit held by the owner. This information is authorized by 24 CFR 5.703 and 5.705, 886.123, 886.223 cover unit inspections. This information is considered non-sensitive and does not require any special protection.

# **House Rules**

## **Here**

**EIV Existing  
Tenant Search  
Here**

**EIV Income Report  
Here- 90 days after  
move-in**

**EIV Income  
Discrepancy Report  
Here- 90 days after  
move-in**