



Effective date 1/22/2021

Accessible Housing Austin!, Inc.  
Tenant Selection Plan and Qualifying Criteria

Accessible Housing Austin! (AHA!)  
1915 Briarcliff Boulevard  
Austin, TX 78723

512-640-7781

## Table of Contents

Part I: INFORMATION FOR PERSONS APPLYING FOR HOUSING	3
Part II: FAIR HOUSING & GRIEVANCE PROCEDURES	4
Part III: APPLICATION PROCESSING	5
Part IV: WAITING LIST	7
Part V: QUALIFYING CRITERIA AND PROGRAM ELIGIBILITY	8
Part VI: CONTINUING OCCUPANCY STANDARDS	12
PART VII: UNIT TRANSFERS	14
 Signature Page:	 15
 Appendix A: INCOME GUIDELINES	 16
Appendix B: APPLICATION	17
Appendix C: PET POLICIES	
Appendix D: TEXAS ADMIN CODE GOVERNING REASONABLE ACCOMIDATIONS	
Appendix E: SECTION 811 TENANT SELECTION CRITERIA ADDENDUM	

## **Part I: INFORMATION FOR PERSONS APPLYING FOR HOUSING**

Thank you for applying to reside in an Accessible Housing Austin!, Inc. (AHA!) property. The following information will provide you with the standards that each household must meet to be accepted for, and maintain in good standing, residency at an AHA! Property.

Qualifications for occupancy are subject to change at least annually. Qualifying criteria for AHA! properties are determined in part by the agreements AHA! has made with the funding sources used to build or operate the property. These can include Federal, State, and City regulations, among others. Should any qualifying or occupancy criteria be determined to be in violation of regulations set by an entity with an active restriction agreement recorded on the unit in question, the criteria of the active restriction shall take precedent. The criteria under which an applicant is screened will be included in the household's file.

It is the goal of Accessible Housing Austin! (AHA!) to maintain an exceptional community by providing decent, safe, integrated, and affordable housing for all residents. We expect all household members and guests to follow our community or unit rules and regulations. Multiple violations of these rules and regulations may result in written lease violations. Multiple written lease violations may result in adverse action, up to and including eviction or non-renewal of tenancy, as outlined in Part VI: CONTINUING OCCUPANCY STANDARDS.

## Part II: FAIR HOUSING & GRIEVANCE PROCEDURES

Any property or unit owned by Accessible Housing Austin! will comply with federal, state, and local fair housing and antidiscrimination laws; including, but not limited to, consideration of reasonable accommodations or modifications requested to complete the application process (Texas Administrative Code Title 10, Part 1, Chapter 1, Subchapter B provides more detail about reasonable accommodations and modifications, and can be found in Appendix D.)

FAIR HOUSING AND EQUAL OPPORTUNITY: 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 the US Department of Housing and Urban Development (HUD). 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.

The management and staff of this property will not discriminate on the basis of race, color, religion, national origin, sex, familial status, gender or gender identity, sexual orientation, or disability condition in any phase of the housing process. The housing process includes, but is not necessarily limited to, the following: application, leasing, delivery of management services, transfers between units, access to common facilities and termination of tenancy. If you feel as though you have been discriminated against by the management and/or staff of this property, please contact Jolene Keene, Executive Director of Accessible Housing Austin, at 512-640-7781 or [Jolene.keene@ahaustin.org](mailto:Jolene.keene@ahaustin.org). Once the Executive Director has been contacted, they will respond to your complaint within five (5) business days.

You may also submit your complaint to the HUD Fair Housing and Equal Opportunity Office at the following address or phone number:

US Dept. of Housing & Urban Development  
Office of Fair Housing & Equal Opportunity  
PO Box 2905 Fort Worth, TX 76102  
1-800-669-9777

WARNING: To obtain or to attempt to obtain housing assistance by knowingly giving inaccurate or misleading information or knowingly withholding important information during the application process is a CRIMINAL OFFENSE under federal law. Such acts will be a basis for denying housing assistance or terminating tenancy.

### Part III: APPLICATION PROCESSING

APPLICATION: A rental application will be taken for each household. There are no application fees collected on Accessible Housing Austin! properties.

Applications submitted in-person will be accepted by appointment during normal business hours at the Accessible Housing Austin! offices; 1915 Briarcliff Boulevard, Austin, TX 78723. emailed or mailed applications will be accepted, provided the applicant brings in the original wet-ink signature if approved for housing. Reasonable accommodations or modifications needed to complete an application will be provided upon request.

ACCEPTANCE OF APPLICATIONS: All applicants and household members over 18 years of age are required to sign an Accessible Housing Austin! application and Texas Department of Housing and Community Affairs (TDHCA) Housing Income Certification. All applicants are required to sign applicable lease documents. Refusal to sign documentation or failure to submit supplementary information as-requested by AHA! will result in a denial of the application.

Documentation that you must bring in or complete with the application:

- Identification for all household members who are eighteen (18) or older such as: a valid Driver's License, State Identification card, Passport or Foreign Government Identification (must include a picture of the family member).
- Birth Certificate or other form of verification acceptable by HUD regulations for each member of the household, including all of the adults.
- Social Security card for all household members
- Proof of enrollment in an institution of higher education for any household member.
- Proof of any income reported, including, but not limited to:
  - Most recent Social Security or Disability award letters
  - Pay stubs for the last 3 consecutive months
  - Retirement or Disability income statements
  - Child Support statement covering at least the last 3 months
- Last 2 most recent income tax statements with any and all applicable W-2's or other addendums
- Six (6) Months of bank statements for any and all accounts
- Retirement account statements
- Proof of value of any assets owned, including stocks, bonds, real estate or other assets
- Proof of any housing rental assistance voucher, if applicable
- Signed Tenant Selection Plan Acknowledgment

Incomplete Applications or Applications with missing documentation will receive a letter detailing what is missing and giving the applicant seven (7) days to provide required documentation. If the required information is not submitted by the deadline, the application may be denied.

Once a complete application is received, management will review the information on the application and obtain and verify information about the household, including rental history, employment verification, and criminal background checks, as applicable.

Should an application be determined eligible for assistance, the applicant will be notified immediately and a date set for household members to execute a lease and TDHCA Housing Income Certification.

Should an application be determined ineligible for assistance, the applicant will be notified in writing within seven (7) days of the determination. The written notification will include the specific reason for the denial and reference the specific leasing criteria upon which the denial is based, and the contact information for any third parties (including credit reporting bureaus) that provided the information on which the rejection was based. An applicant has the right to appeal a decision and to have the appeal heard by someone other than the staff person who made the initial decision to deny the application.

The appeal will be determined either by an independent review of the applicant's application and other documentation in the application file or by an informal hearing or by both. An applicant desiring to appeal must either furnish the appeal in writing to the AHA! Executive Director or request a meeting within fourteen (14) days from the date of the denial of the application. No particular form is required for the appeal; however, it must be in writing and signed by the applicant. The applicant may also present documents or testimony as evidence to support the appeal.

A decision on an applicant's appeal will be made promptly. A final written decision will be mailed to the applicant within five (5) business days of the requested meeting or receipt of the applicant's written appeal. The applicant will be notified in writing of the decision to uphold the original ineligibility decision or to reverse that decision and accept the application. The appeal decision is final.

You may have certain protections under the Violence Against Women Act (VAWA). If you are a victim of domestic violence, sexual assault, dating violence or stalking, you as well as members of your family, may have protection, from being denied housing or from losing housing as a consequence of domestic violence, sexual assault, dating violence or stalking. An applicant's status as a victim of domestic violence, dating violence or stalking is not a basis for denial of rental assistance or denial of admission, if the applicant otherwise qualifies for assistance or admission.

If you are a person with a disability and if there is a reasonable accommodation or modification that you would like to request in response to this notice you have a right to do so under the Fair Housing Act and Section 504 of the of the Rehabilitation Act of 1973.

## Part IV: WAITING LIST

WAITING LIST: For the Section 811 Project Rental Assistance program the Texas Department of Housing and Community Affairs, TDHCA, will manage and maintain the waiting list. The following does not apply for Section 811 Project Rental Assistance applicants. If a complete application is received and no unit of the desired or required type is available, applicant may be put on a waiting list.

The applicant is placed on the applicable waiting list(s) in the order in which their application is received. Accepting an application and placing an applicant's name on the waiting list does not guarantee that the applicant will be offered housing. The application number, date, time, name of the head of household, annual income level, identification of the need for an accessible unit, preference status, and unit size are listed on the waiting list.

Waiting list may be closed for one or more unit sizes when the average wait exceeds 12 months. Management will advise potential applicants that the waiting list is closed and it is not taking additional applications.

Current residents of an AHA! property needing the accessibility modifications provided by an AHA! housing unit will receive priority over other eligible applicants on the waiting list. Then, applicants needing the accessibility modifications provided by an AHA! housing unit, or applicants who qualify for VAWA protections, will receive priority over other eligible applicants on the waiting list. Then, other eligible applicants on the waiting list will be considered.

Shortly before a unit is available for lease, AHA! will contact the next conditionally-eligible applicant. The applicant must respond within five (5) business days from the date of the notice or he/she will be removed from the waiting list. The applicant will be informed in writing of this removal and will be given fourteen (14) days from the date of the removal notice to appeal.

If an applicant responds to the notice, as requested, they will have to be re-certified for eligibility. If eligible and the applicant is subsequently housed in the available unit, the unit number and the date and the time of move-in will be documented on the waiting list, and the applicant will be removed from this list, as required.

## Part V: QUALIFYING CRITERIA AND PROGRAM ELIGIBILITY

### UNIT CRITERIA:

Single-Family Homes/Duplexes – 9 Units

*All single-family homes have an income limit that must be under 50% of the Area Median Income. In addition, at least one household member must have a disability. See Appendix A for a current income limit chart. See Appendix B for Application. See Appendix C for Pet Policies.*

Briarcliff – 27 units

- 1 Bedroom 30% and below - TDHCA: 7
- 1 Bedroom 50% and below - AHFC: 3
- 2 Bedroom 30% and below - TDHCA: 4
- 2 Bedroom 50% and below - AHFC: 7
  
- Section 811 (30% and below) Units
  - 1 Bedroom – 5
  - 2 Bedroom – 1
  
- Disability Set-Aside – 25%

*Apartments – household at qualification must not make more than 30% or 50% of the HUD-designated area median income, in keeping with occupancy standards applied to the property by local and federal funders. Applicants who meet the 30% and below requirement may be housed in a 50% and below AMFI available unit. Applicants who meet the 50% and below requirement may not be housed in a 30% and below AMFI available unit, but may be put on the waiting list in chronological order, and offered a unit as 50% and below units are available. See Appendix A for a current income limit chart. See Appendix B for Application. See Appendix C for Pet Policies.*

AGE: Primary applicants must be 18 years of age or older unless federal or state regulations provide for a variance.

### INITIAL OCCUPANCY REQUIREMENTS:

Approved applicants must be able to move into the unit within a reasonable timeframe; generally this means within fifteen (15) days of the date in which the unit becomes or is made available to the Applicant Household.

HUD occupancy standards apply, which generally means at least one, and no more than two, person(s) per bedroom. If household has a rental assistance voucher, household must qualify for the applicable unit size.

The unit for which the family is applying must be the family's ONLY residence. Tenants must not receive assistance for multiple units at the same time. This prohibition does not prevent a person who is currently receiving assistance from applying for an assisted unit at this property; the assisted tenancy in the unit being vacated must end the day before the subsidy begins in the new unit. The tenant must pay the full unsubsidized rent for the new unit if the subsidy is still being received for the unit being vacated.

### INCOME CRITERIA:



HUD establishes and publishes income limits and it is based on household size as well as total household income. These limits are adjusted annually by HUD. See Appendix A for a current income limits chart.

Households must be able to afford to pay their rent, utilities, and any applicable security deposit(s). Generally, a household may be rejected if they do not make at least \$400 over the tenant-portion of rent, or \$300 over the tenant-portion of rent if other qualified income assistance is received, (i.e., food stamps, utility assistance, or other verifiable financial assistance.) Qualified income sources include money received that is expected to continue for at least two years.

Some units are reserved for households making under 30% or 50% area median income. Unit rent may depend on household income. In no event will a household be approved if household income is over 50% AMFI. Please refer to the unit criteria above for more information.

ALL HOUSEHOLDS MUST RECERTIFY ANNUALLY. FAILURE TO RECERTIFY IN A TIMELY MANNER MAY BE GROUNDS FOR EVICTION.

Households will not be rejected at recertification if their income increases. Please note that as a household's income increases, rent amounts owed may increase as well.

#### DISABILITY STATUS:

All scattered-site units owned by AHA! are reserved for households with a member with a disability. Apartment complexes have a required set-aside for households with a member with a disability. Please refer to the unit criteria above for more information.

At least one of the following is needed to document a disability:

- Social Security Administration - disability award letter
- Letter from Texas Workforce Commission or the Veterans Administration verifying disability
- Proof of long-term disability insurance
- In the absence of these, a person must have a Verification of Disability letter completed and signed by a relevant licensed medical professional on letterhead. See Appendix B, Application, for more information.

#### RENTAL AND CREDIT HISTORY:

Household must have one year of good rental history, defined as no evictions, no history of disturbances, no unauthorized guests or pets, and no more than three late rent payments within a year.

A household will be disqualified if any household member(s) has been evicted in the last three (3) years from a federally assisted housing for drug-related criminal activity. AHA! will utilize the Enterprise Income Verification (EIV System) Existing Tenant Search to search for applicants who may be receiving rental assistance at another location.

Applicant(s) will be subject to a credit check. Applicants must have a landlord collection balance(s) of no more than \$1,000.00; or more than one (1) landlord collection on credit report; (you must provide written proof that any outstanding balances are in repayment prior to consideration;)

Should the applicant be rejected on credit, AHA! will provide the applicant with

the name and contact information of the credit reporting agency used to make the decision.

#### STUDENT STATUS

For the TDHCA TCAP Repayment Funds Program; all students must meet all of the following criteria to be eligible. The student must:

- Be a full or part-time student to participate in this program who are between the ages of 18 to 23.
- Is enrolled as either a part time or full-time student at an institution of higher education for the purpose of obtaining a degree, certificate, or other program leading to a recognized educational credential and;
- Is under 24 years of age and;
- Is not a veteran and;
- Is unmarried and;
- Does not have a dependent child and;
- Is not a person with disabilities and was not receiving assistance prior to November 30, 2005 and;
- Is not living with his or her parents who are receiving Section 8 assistance; and
- Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible, to receive assistance under section 8 of the United States Housing Act of 1937
- Is not income eligible
- Is not classified as a Vulnerable Youth; A student meets HUD's definition of a vulnerable youth when:
  - The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age or older;
  - The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's State of legal residence
- The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth (as such terms are defined in section 725 of the McKinney-Vento Homeless Assistance Act)(42U.S.C. 11431 et seq.), or as unaccompanied, at risk of homelessness, and self-supporting, by; a local educational agency homeless liaison, designated pursuant to the McKinney-Vento Homeless Assistance Act; The director of a program funded under the Runaway and Homeless Youth Act or a designee of the director; The director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (relating to emergency shelter grants) or a designee of the director; or A financial aid administrator; or the individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances

#### HOUSEHOLD HISTORY

An applicant will be prohibited admission if:

- The applicant's household has a family of a size not appropriate for the unit sizes that are available.
- Proof of residency at another property is reported through an Enterprise Income Verification System Existing Tenant Search Report and the information verified by a third-party that the tenant has not given notice to vacate and does, in fact, still reside at the other property.

#### CRIMINAL HISTORY

An applicant will be prohibited admission if the applicant's household has the following:

- A member who is currently engaged in illegal use of drugs or for which AHA! has reasonable cause to believe that a member's illegal use or pattern of illegal use of a drug may interfere with the health, safety, and right to peaceful enjoyment of the property by other residents;

- A member who is subject to a state sex offender lifetime registration requirement; This community reserves the right to investigate lists of registered sex offenders in any manner including online, in newspapers or by contracting state agencies.
- If there is reasonable cause to believe that a 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;
- Prior termination of assistance for fraud;
- Applicants must not have a criminal history that reflects any violent felony convictions or deferred adjudication for violent felony offenses within the last ten (10) years.
- Any applicant with more than two violent felony convictions or deferred adjudication for violent felony offenses will be denied regardless of time frame.
- Applicants must not have a criminal history that reflects more than two misdemeanor convictions or deferred adjudication involving violent crimes or assault against persons, crimes against property, or for drug related offenses within the last ten (10) years.
- The following criminal convictions will be permanently denied/excluded:
  - Capital Murder or Murder/Manslaughter
  - Rape, Sexual Assault, or Crimes of a Sexual Nature. This criteria excludes prostitution, if the charges are more than five years old.
  - Kidnapping
  - Domestic violence
  - Arson
  - Manufacture or sale of Methamphetamines or other drugs
  - Any crime against or involving a child

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

If an application is denied based on criminal history and the applicant disputes the findings based on mistaken identity; it will be the responsibility of the applicant to provide sufficient information to prove they are not the same individual as reflected in the criminal records.

Mitigating circumstances may be considered on a case-by-case basis. If an applicant is denied based on criminal history they may submit, in writing, an explanation of mitigating circumstances to the Executive Director of Accessible Housing Austin! for consideration by the Board of Directors in keeping with the appeals timeline as outlined in this document. Screening criteria will be applied in a manner consistent with all applicable laws, including local, state and Federal Fair Housing Acts, Section 504 of the of the Rehabilitation Act of 1973, the Federal Fair Credit Reporting Act, program guidelines, HUD rules, and TDHCA rules.

## Part VI: OCCUPANCY STANDARDS

### SECURITY DEPOSIT

The tenant's Security Deposit will be equal to one month's rent payment.

### LEASE AND VIOLATIONS

By signing the lease, property rules, and Home Owner or Property Owner Association Rules and Regulations, tenants are entering into a legally binding document. Violations of the lease or any applicable program guidelines may result in a written lease violation.

Three or more lease violations in a 12-month period may result in eviction or non-renewal of lease. One or more lease violation that is determined to be a "severe infraction" (such as unreported residents, drug manufacturing, or other criminal activity) will result in an immediate notification of non-renewal or eviction proceedings.

AHA! has a zero-tolerance policy for abuse of any kind or against any persons or animals on an AHA! owned property. This includes, but is not limited to, AHA! staff, other residents, neighbors, guests, pets, or service providers. Any reported abuse will be immediate grounds for a severe lease infraction and police involvement, as necessary. AHA! staff will report suspected abuse to Child or Adult Protective Services, or Austin Humane Society, and if necessary, the Austin Police Department.

Tenants are expected to pay rent and other housing obligations, including late fees and fees for noncompliance with the lease, in a timely manner. Tenants who are behind on rent or other obligations will be subject to a mandatory repayment plan. Tenants are expected to maintain their housing unit in a safe, decent and sanitary condition, refrain from interfering with the rights and quiet enjoyment of other residents; repeated maintenance violations, including pest infestation, trash in the yard, or other mismanagement of an AHA! owned unit will result in a lease violation.

### NON-RENEWAL AND/OR TERMINATION NOTICES

A written notice will be delivered to the tenant, specifying the grounds for the action at least thirty (30) days before the termination of tenancy. Non-renewal or termination notice will provide a specific reason for the termination or nonrenewal.

If you are a person with a disability and if there is a reasonable accommodation or modification that you would like to request in response to this notice you have a right to do so under the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973. Notices will state how a person with a disability may request a reasonable accommodation or modification in relation to such notice; and, include information on the appeals process.

You may have certain protections under the Violence Against Women Act (VAWA). If you are a victim of domestic violence, sexual assault, dating violence or stalking, you, as well as members of your family, may have protection from being denied housing or from losing housing as a consequence of domestic violence, sexual assault, dating violence or stalking. Applicable correspondence will have attached to it HUD form 5380 "Notice of Occupancy Rights under the Violence Against Women Act" and the HUD form 5382 "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking".

### REASONABLE ACCOMMODATION OR MODIFICATION IN POLICIES, PROCEDURES AND SERVICES

Accessible Housing Austin! will make reasonable accommodations or modifications in policies, procedures, services and facilities, as necessary, to afford a person with disabilities equal opportunity to use and enjoy a dwelling unit or the common area and facilities of the property. We appreciate any information that individuals with disabilities give to us during the application, qualification, admission or residency process regarding accommodations or modifications that we can make in policies, procedures, services or facilities to make the property more accessible.

Requests for reasonable accommodations or modifications can be made in person, verbally, or in writing. We prefer reasonable accommodation or modification requests be made in writing to accurately document the request and date of the request.

Any request for an accommodation or modification will be forwarded to the AHA! Executive Director for review and will be responded to within 72 hours of receiving request.

#### CRIME AND DRUG FREE COMMUNITY

It is the policy of AHA! and management of this housing community to preserve a crime free and drug free community. There is a zero tolerance for criminal activity on the property, including either possession or use of illegal drugs on the property by residents or residents' visitors. Also, the conviction of any household member for drug related activity or other serious or violent crime, regardless of where the act occurs, may be cause for termination of tenancy for the entire household. It is the responsibility of each resident who witnesses a criminal act to report that act to the appropriate civil authority and to the property manager.

#### THE VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2013

The Violence Against Women Reauthorization Act of 2013 ("VAWA") protects qualified tenants, participants, and applicants, and affiliated individuals, who are victims of domestic violence, dating violence, sexual assault, or stalking from being denied housing assistance, evicted, or terminated from housing assistance based on acts of such violence against them. An applicant's status as a victim of domestic violence, dating violence or stalking is not a basis for denial of rental assistance or denial of admission, if the applicant otherwise qualifies for assistance or admission.

"Notification of Occupancy Rights" (form HUD-5380) and "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking" (form HUD-5382) forms will be provided to existing residents, new move-ins, rejected applicants, when a termination of assistance or tenancy notice is issued, and when an eviction notice is issued.

## PART VII: UNIT TRANSFERS

Unit transfer requests from existing tenants will be considered, with priority given to the following situations:

- Accessibility requirements
- Emergency situations that arise such as fire or flood and unit has been determined to be uninhabitable by management.
- Reasonable accommodation or modification request
- Resident is a victim of Violence Against Women's Act (VAWA).
- Household composition change

Residents who need to transfer due to a disability accommodation or modification will be given priority over other residents requesting a transfer. If a unit is not available, residents will be placed on the waiting list and may be given priority over other applicants on the waiting list.

Households may transfer to any appropriately-sized unit within the development. Recertification is not required at the time of transfer.

### VAWA EMERGENCY TRANSFER PLAN:

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L, is eligible for an emergency transfer, if the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in form HUD-5381.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

### SECURITY DEPOSIT:

In case of a transfer between AHA! units, the balance of the Security Deposit that is not kept for damages will transfer to the new unit. Any difference in the total deposit amount must be paid by the tenant within 30 days of moving into the new unit.

I have read and understand the Applicant Qualifying Criteria of this community. These criteria are in addition to TDHCA’s Participant Selection Plan, available on the TDHCA Section 811 PRA Program webpage.

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Applicant Signature                      Date

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Applicant Signature                      Date

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Applicant Signature                      Date

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Applicant Signature                      Date

## Appendix A: Income Requirements

### Accessible Housing Austin! 2020 Income Limits - NSP Program

	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Under 50%	\$34,200	\$39,050	\$43,950	\$48,800	\$52,750	\$56,650	\$60,550	\$64,450

### 2020 Rent Limits - NSP Program

	2 bed	3 bed
Under 80%	\$1,356	\$1,763

### AHA! At Briarcliff 2020 Income Limits - TCAP-RF

	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Under 30%	\$20,550	\$23,450	\$26,400	\$29,300	\$31,650	\$35,160	\$39,640	\$44,120

### 2020 Rent Limits - TCAP-RF Program

	1 bed	2 bed
Under 30%	\$550	\$660

### 2020 Income Limits - NHTF Program

	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Under 30%	\$20,550	\$23,450	\$26,400	\$29,300	\$31,650	\$35,160	\$39,640	\$44,120

### 2020 Rent Limits - NHTF Program

	1 bed	2 bed
Under 30%	\$550	\$660

### 2020 Rent Limits – City of Austin

	1 bed	2 bed
Under 50%	\$915	\$1,098



## Appendix B: Application

## Appendix C: Pet Policies

*Please note: We consider pets a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for a pet, you'll be held liable if it causes any damage or disturbs other residents. Pet deposit and policies do not apply to assistance animals with proper documentation.*

### Pet Policy

No pets are allowed on property without written consent of AHA! in the form of a Pet Agreement addendum to the tenant's lease. For all pets, City of Austin animal guidelines must be followed. See [https://www.municode.com/library/tx/austin/codes/code\\_of\\_ordinances?nodeId=TIT3ANRE\\_CH3-2REAN](https://www.municode.com/library/tx/austin/codes/code_of_ordinances?nodeId=TIT3ANRE_CH3-2REAN) for details.

AHA! reserves the right to exercise discretionary power to approve or deny admittance of pets. For all pets, rabies vaccination paperwork must be provided.

Management may request that pets who are determined to be a threat to persons or property be removed from the property at any time, at the cost of the tenant. Any pet(s) who are involved in a fight on AHA! Premises will be required to attend behavioral training, at the cost of the tenant, and paperwork of course completion must be provided to AHA! Management.

AHA! Is not responsible for, or liable for, mismanagement of pets in public areas of our multifamily units. All pets must be kept on a leash at all times when being walked in public areas. All pet waste must be picked up and disposed of properly in a waste receptacle.

Failure to comply with pet policies will result in a lease violation and may lead to adverse action, including eviction.

No more than two (2) pets of any kind per household will be allowed (excludes fish), and excepting where prohibited by law or by funders' requirements, a pet deposit will be assessed for any animal brought into our unit.

At the end of Tenant's stay at AHA!, part or all of the pet deposit and the security deposit will be used to pay for cleaning and de-fleaing the property and any additional damage to the property. Tenants are liable for any damages caused by pets, including assistance animals.

Assistance animals are not subject to a pet deposit. A request for a reasonable accommodation must be received from the tenant in writing in order to be granted.

**CONDITIONAL AUTHORIZATION FOR PET.** You may keep the pet(s) that is/are described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your pet, your guests, or any occupant violate any of the rules in this agreement. No more than two pets are allowed per unit.

**PET DEPOSIT.** A pet deposit of **\$100.00** will be charged. Refund of the security deposit will be subject to the terms and conditions set forth in the Lease Contract. The additional security deposit is not refundable before

all residents surrender the premises, even if the pet has been removed. Section 811 tenants – Initial deposit due is \$50. The subsequent deposit is due in increments of \$10 monthly.

**LIABILITY NOT LIMITED.** The additional security deposit does not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

**DESCRIPTION OF PET.** You may keep only the pet(s) described below. You may not substitute any other pet(s) for these.

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**EMERGENCY.** In an emergency involving an accident or injury to your pet, we have the right, but not a duty, to take the pet to any licensed veterinarian, at the expense of the tenant.

**PET RULES.** You are responsible for the pet's actions at all times. You agree to abide by these rules:

- All pets must be spayed or neutered and up to date on its rabies vaccinations, and proof must be provided to AHA!.
- The pet must not be neglected or abused, in our sole judgment.
- All reasonable efforts must be made to control fleas in the dwelling and on the pet.
- If pet is allowed outdoors, it must be wearing a rabies tag and an identification tag (and any other tags which may be required by law), and on a leash as required by law
- The pet must not disturb the neighbors or other residents, regardless of whether the pet is inside or outside the dwelling.
- Dogs, cats and assistance animals must be housebroken. All other pets must be caged at all times. No pet offspring are allowed.
- Inside, the pet may urinate or defecate in a litter box only.
- You must comply with all local ordinances regarding pet defecation. Any pet waste must be promptly picked up and disposed of in a proper receptacle. Failure to do so will result in a lease violation.

**ADDITIONAL RULES.** We have the right to make reasonable changes to the pet rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have pets.

**VIOLATION OF RULES.** If you, your guest, or any occupant violates any rules or provision of this Pet Agreement (based upon our judgment) and we give you written notice, you must remove the pet immediately and permanently from the premises. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees.

**COMPLAINTS ABOUT PET.** You must immediately and permanently remove the pet from the premises if we receive a reasonable complaint from a neighbor or if we, in our sole discretion, determine that the pet has disturbed neighbors or other residents.

**OUR REMOVAL OF PET.** In some circumstances, we may enter the dwelling unit and remove the pet with one day's notice left in a conspicuous place. We can do this if, in our sole judgment, you have:

- abandoned the pet;
- physically abused the pet;

- left the pet in the dwelling unit for an extended period of time without food or water;
- failed to care for a sick pet;
- violated our pet rules; or
- let the pet urinate or defecate where it's not supposed to.

In doing this, we may turn the pet over to a humane society or local authority. We'll return the pet to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the pet for any purpose, but you must pay for reasonable care and kenneling charges for the pet. If you don't pick up the pet within 5 days after we remove it, it will be considered abandoned. Expenses incurred by AHA! during the removal of a pet shall be charged to the tenant.

**LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.** You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the pet, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvement. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand. As owner of the pet, you're strictly liable for the entire amount of any injury that the pet causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

**MOVE-OUT.** When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the pet was there. We—not you—will arrange for these services.

**MULTIPLE RESIDENTS.** Each resident who signed the lease contract must sign the pet agreement. you, your guests, and any occupants must follow all pet rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Pet Agreement, even if the resident does not own the pet.

**GENERAL.** You acknowledge that no other oral or written agreement exists regarding pets. The Pet Agreement and the pet rules are considered part of the Lease Contract described above.

## Appendix D: TEXAS ADMINISTRATIVE CODE GOVERNING REASONABLE ACCOMODATIONS

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(a) The purpose of this subchapter is to establish a framework for informing compliance with the requirements of Tex. Gov't Code §§2306.6722, 2306.6725, and 2306.6730, and the requirements of the Americans with Disabilities Act, Section 504 of the 1973 Rehabilitation Act (Section 504) and the Fair Housing Act for Recipients of awards from the Texas Department of Housing and Community Affairs (the Department) including but not limited to:

- (1) Community Services Block Grant;
- (2) Low Income Home Energy Assistance Program (LIHEAP) (including the two programs utilizing this funding source: the LIHEAP Weatherization Assistance Program and the Comprehensive Energy Assistance Program);
- (3) Emergency Solutions Grant (ESG);
- (4) State Housing Trust Fund;
- (5) Low Income Housing Tax Credit;
- (6) Multifamily Bond Programs (Bond);
- (7) National Housing Trust Fund;
- (8) Neighborhood Stabilization Program (NSP);
- (9) HOME;
- (10) TCAP;
- (11) TCAP- Returned Funds;
- (12) Section 8;
- (13) Department of Energy Weatherization Assistance Program;
- (14) Homeless Housing and Services Program (HHSP); and
- (15) Ending Homelessness Fund (EH).

(b) Unless otherwise indicated in the applicable notice of funding availability or required by contract, this subchapter does not apply to contracts for the procurement of goods or services by the Department.

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Capitalized words in this subchapter have the meaning assigned in the specific chapter and rules of the title that govern the program associated with matter or assigned by federal or state law. In addition, the following terms are used for the purposes of this subchapter:

(1) 2010 ADA Standards--The term 2010 ADA Standards refers to the 2010 ADA Standards for Accessible Design implementing Title II of the Americans with Disabilities Act of 1990, including the ADA Amendments of 2008, found at 28 CFR Part 35. This term includes both the Title II (28 CFR §35.151) and 2004 ADAAG (36 CFR Part 1991). If there is a conflict between 2004 ADAAG and Title II the requirements of Title II prevail.

(2) Accessible Route--A continuous unobstructed path connecting accessible elements and spaces in a facility or building that complies with the space and reach requirements of the applicable accessibility standard.

(3) Alteration--Any physical change in a facility or its permanent fixtures or equipment. It includes, but is not limited to, remodeling, renovation, rehabilitation, reconstruction, changes or rearrangements in structural parts and extraordinary repairs. It does not include normal maintenance or repairs, reroofing, interior decoration, or changes to mechanical systems.

(4) Disability--A physical or mental impairment that substantially limits one or more major life activities; or having a record of such an impairment; or being regarded as having such an impairment. Nothing in this definition requires that a dwelling be made available to an individual whose tenancy would constitute a

direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others. Included in this meaning is the term handicap as defined in the Fair Housing Act, and the term disability as defined in the Americans with Disabilities Act.

(5) Multifamily Housing Development--A project that includes five or more dwelling units. A project may consist of five single family homes, a single building with five or more units, or five or more units in multiple buildings each with one or more units. A project includes the whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots which are covered by a single contract or application, or which are treated as a whole for processing purposes, whether or not located on a common site.

(6) Reasonable Accommodation--An accommodation and/or modification that is an alteration, change, exception, or adjustment to a program, policy, service, building, or dwelling unit, that will allow a qualified person with a Disability to:

- (A) Participate fully in a program;
- (B) Take advantage of a service;
- (C) Live in a dwelling; or
- (D) Use and enjoy a dwelling.

(7) Recipient--Includes a Subrecipient or Administrator and means any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution, organization, or other entity, or any person to whom assistance or an award is extended for any program or activity directly or through another Recipient, including any successor, assignee, or transferee of a Recipient, but excluding the ultimate beneficiary of the assistance. Recipients include private entities in partnership with Recipients to own or operate a program or service. This term includes Development Owner.

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(a) No individual with a Disability shall, by reason of their Disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any Department awarded program or activity.

(b) There are additional requirements for compliance with Section 504 of the 1973 Rehabilitation Act; Title VI of the Civil Rights Act of 1964; the Fair Housing Act; the Americans with Disabilities Act; and other civil rights laws, regulations and Executive Orders by Recipients of Department program or activities. This subchapter addresses only the requirements relating to physical accessibility, and reasonable accommodations under Section 504, the American with Disabilities Act, and the Fair Housing Act. Other disability-related requirements include but are not limited to:

- (1) Operating housing that is not segregated based upon disability or type of disability, unless authorized by federal statute or executive order;
- (2) Providing auxiliary aids and services necessary for effective communication with persons with disabilities; and
- (3) Operating programs in the most integrated setting appropriate to the needs of qualified individuals with disabilities.

(c) Compliance with accessibility requirements, as applicable, including compliance with the Fair Housing Act, the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973, other civil rights laws, regulations and Executive Orders; and Chapters 2105 and 2306 of the Tex. Gov't Code is the sole responsibility of the Recipient. By providing guidance and monitoring for compliance, the Department in no way assumes any liability whatsoever for any action or failure to act by the Recipient.

(d) Failure to comply with the provisions of this subchapter may result in the assessment of administrative penalties and/or debarment, as further outlined in this title.

(a) Applicability. This policy relates to a request for Reasonable Accommodations made by an applicant or participant of a Department program to a Recipient, or made by an applicant or occupant to a property funded by the Department to the property. The policy regarding a request for Reasonable Accommodation by the Department is found at 10 TAC §1.1 of this chapter.

(b) General Considerations in Handling of Reasonable Accommodations. An applicant, participant, or occupant who has a disability may request an accommodation and, depending on the program funding the property or activity and whether the accommodation requested is a reasonable accommodation, their request must be timely addressed.

(1) When the Department monitors a property or activity for how reasonable accommodation requests have been handled, it will consider such things as whether the person working on behalf of the program or property which the Department is monitoring:

(A) Timely received the request and recorded it;

(B) Took into consideration how action on the request would impact the person making the request; and

(C) Engaged in communication with the requestor to understand the nature of their request and whether there was a reasonable way to make an accommodation.

(2) If the person responsible for responding to a request for an accommodation needs assistance or clarification as to how the requirement may apply to their program or property they should contact the Compliance Division immediately to discuss the matter. The Compliance Division cannot provide legal advice or direct the person to respond in any specific manner, but they can, in some instances, point to appropriate federal guidance or other resources such as the Texas Workforce Commission Civil Rights Division. A person who contacts the Compliance Division or anyone else for such reasons should document such contact in their files because the process of obtaining guidance may impact the timeliness of their response.

(3) Unless there is a clear documented need for a lengthier process or there is a controlling federal statute or regulation specifying a different deadline, when a person requests an accommodation they should be given a response as soon as possible but not later than 14 calendar days.

(c) To show that a requested Reasonable Accommodation may be necessary, there must be an identifiable relationship between the requested accommodation and the individual's Disability.

(d) Responses to Reasonable Accommodation requests must be provided within a reasonable amount of time, not to exceed 14 calendar days. The response must either be to grant the request, deny the request, offer alternatives to the request, or request additional information to clarify the Reasonable Accommodation request. Examples when it would not be reasonable to wait 14 calendar days to provide a response include but are not limited to: moving the due date for rent to coincide with the date the requestor receives their social security disability check; allowing a service animal in an emergency shelter in spite of a no pets policy; or assisting an applicant with a Disability that prevents them from writing legibly when they request help filling out an program or project application. Should additional information be required and an interactive process be necessary, this process must also be completed within a reasonable amount of time. An undue delay in responding to a Reasonable Accommodation request may be deemed by the Department to be a failure to provide a Reasonable Accommodation.

(e) When a participant, applicant, or occupant requires an accessible unit, feature, space or element, or a policy modification, or other Reasonable Accommodation to accommodate a Disability, the Recipient must provide and pay for the requested accommodation, unless doing so would result in a fundamental alteration in the nature of the program or an undue financial and administrative burden. A fundamental alteration is an accommodation that is so significant that it alters the essential nature of the Recipient's operations. A Recipient that owns a tax credit or Multifamily Bond Development with no federal or state funds awarded before September 1, 2001, must allow but may not need to pay for the Reasonable Accommodation, except if the accommodation requested should have been made as part of the original design and construction requirements under the Fair Housing Act, or is a Reasonable Accommodation identified by the U.S.

Department of Justice or the U.S. Department of Housing and Urban Development with a de minimis cost (e.g., assigned existing parking spot and no deposit for service/assistance animals).

(f) A Recipient may not charge a fee or place conditions on a participant, occupant, or applicant in exchange for making the accommodation.

(g) A Reasonable Accommodation request of an individual with a Disability that amounts to an Alteration should be made to meet the needs of the individual with a Disability, rather than being limited to compliance with a particular accessible code specification. However, the Recipient must still follow accessible code specifications, as identified in its Contract or LURA.

(1) Recipients are not required to make structural changes where other methods, which may not cost as much, are effective in making programs or activities readily accessible to and usable by persons with Disabilities.

(2) In choosing among available methods for meeting the requirements of this section, the Recipient must give priority to those methods that offer programs and activities to qualified individuals with Disabilities in the most integrated setting appropriate.

(3) Undue burden.

(A) The determination of undue financial and administrative burden will be made by the Department on a case-by-case basis, involving various factors, such as the cost of the Reasonable Accommodation, the financial resources of the Development, the benefits the accommodation would provide to the requester, and the availability of alternative accommodations that would adequately meet the requester's Disability-related needs.

(B) In considering whether an expense would constitute an undue burden the Department may, as applicable, consider the following items (though it may consider factors not on this list):

(i) payment for Alteration from operating funds, residual receipts accounts, or reserve replacement accounts must be sought using appropriate approval procedures.

(ii) the approved amount must generally be able to be replenished through property rental income within one year without a corresponding raise in rental rates.

(iii) a projected inability to replenish an operating fund account or the reserve for replacement account within one year for funds spent in providing Alterations under this subsection is some evidence that the Alteration would be an undue financial and administrative burden.

(C) If providing accessibility would result in an undue financial and administrative burden, the Recipient must still take other reasonable steps to achieve accessibility.

(D) If a structural change would constitute an undue financial and administrative burden, and the tenant/requestor still wants that particular change to be made, the tenant/requestor must be allowed to make and pay for the accommodation.

(4) Recipients are not required to install an elevator solely for the purpose of making units accessible as a Reasonable Accommodation.

(5) Recipients do not have to make mechanical rooms and similar spaces accessible when, because of their intended use, they do not require accessibility by the public, by tenants, or by employees with physical disabilities.

(6) Recipients are not required to make building alterations that have little likelihood of being accomplished without removing or altering a load-bearing structural member, as a Reasonable Accommodation.

(h) If a Recipient refuses to provide a requested accommodation because it is either an undue financial and administrative burden or would result in a fundamental alteration to the nature of the program, the Recipient must make a reasonable attempt to engage in an interactive dialogue with the requester to determine if there is an alternative accommodation that would adequately address the requester's Disability-related needs. If an alternative accommodation would meet the individual's needs and is reasonable, the Recipient must provide it.



(i) Examples of reasonable accommodations, while not exhaustive, include moving the due date for rent to coincide with the date the requestor receives their social security disability check; providing a designated accessible parking space from existing parking spaces; creating an accessible parking space to accommodate a wheelchair-equipped van; allowing a service animal in spite of a no pets policy; modifying door knobs to levers; providing assistance in filling out a program application for the activity or unit; in the case of a service provider providing computer lab classes with laptops, providing a loan of the laptop computer with the training software; in the case of a weatherization provider serving a family with a child with asthma, seeing if an alternative sealant could be used when the sealant typically used may trigger an asthma attack; installing grab bars; providing an accessible entrance to a resident's current unit, unless it would be an undue financial and administrative hardship or a fundamental alteration of the program to do so; and providing a ramp in excess of usual specifications for such alternations to accommodate a scooter type wheelchair, unless it would be an undue financial and administrative hardship or a fundamental alteration of the program to do so.

(j) Recipients must follow federal and state regulations regarding service/assistance animals. A housing provider may not require an applicant, participant, or occupant to pay a pet deposit if the animal is a service/assistance animal.

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(a) Generally, housing designed and constructed for first occupancy after March 13, 1991, must comply with the Fair Housing Act. This includes Units, common areas, and amenities added to existing buildings, or on land under common ownership and contiguous with housing otherwise exempt from the Fair Housing Act.

(b) Compliance with the Fair Housing Act makes it unlawful to discriminate based on a person's disability, race, color, religion, sex, familial status, or national origin unless there is an exception in federal law.

(c) The Department requires compliance with HUD's Fair Housing Act Design Manual, including the ability to claim exemptions or exceptions provided for therein.

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(a) The following types of Multifamily Housing Developments must comply with the construction standards of §504 of the Rehabilitation Act of 1973, as further defined through the Uniform Federal Accessibility Standards (UFAS):

(1) New construction and reconstruction HOME and NSP Multifamily Housing Developments that began construction before March 12, 2012;

(2) Rehabilitation HOME and NSP Multifamily Housing Developments that submitted a full application for funding before January 1, 2014; and

(3) All Housing Tax Credit and Tax Exempt Bond Developments that were awarded after September 1, 2001, and submitted a full application before January 1, 2014.

(b) The following types of Multifamily Housing Developments must comply with the construction requirements of 2010 ADA standards with the exceptions listed in "Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities" 79 *Federal Register* 29671 and not otherwise modified in this subchapter:

(1) New construction and reconstruction HOME and NSP Multifamily Housing Developments that began construction after March 12, 2012; and

(2) All Multifamily Housing Developments that submit a full application for funding after January 1, 2014.

(c) Recipients of ESG, EH, and HHSP funds must comply with the 2010 ADA Standards with the exceptions listed in "Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities" 79 *Federal Register* 29671 and not otherwise modified in this subchapter.

(d) Effect on LURAs. These rules do not serve to amend contractual undertakings memorialized in a recorded LURA but may, by operation of law, place requirements on a property owner beyond those contained in the LURA.

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- (a) All Units that are accessible to persons with mobility impairments must be on an Accessible Route.
- (b) Recipients must give priority to methods that offer housing in the most integrated setting possible (i.e., a setting that enables qualified persons with Disabilities and persons without Disabilities to interact to the fullest extent possible). This means the distribution will provide individuals requiring accessible units with a choice of location, layout, and price that is substantially equivalent to the choice available to others. Distribution of accessible units may be further described in federal law, regulation, or governing Rules in this Title. To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:
- (1) Distributed throughout the Development and site; and
  - (2) Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.
- (c) All Multifamily Housing Developments that submit full applications after January 1, 2014, must have a minimum of 5 percent of Units that are accessible to persons with mobility impairments, and a minimum of 2 percent of the Units must be accessible to persons with visual and hearing impairments. In addition, common areas and amenities must also be accessible as identified in the 2010 ADA standards with the exceptions listed in "Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities" 79 *Federal Register* 29671.