

Rental Criteria for Affordable Housing

Welcome to Cary Horizon an affordable housing community managed by Alden Realty Services Inc. Outlined below is an overview of the requirements for applicants to qualify for the affordable housing program(s) at this community. Additional information can be found in the property's Tenant Selection Plan, available for review in the management office.

Alden Realty Services, Inc. is an equal housing opportunity provider. All visitors must present a valid driver's license or other government issued photo identification to view the community. Examples of acceptable forms of identification are (but are not limited to): Valid state issued ID card, valid Military ID card, a valid Passport or a US Immigration and Naturalization Services Issued Visa. A copy of all applicants' (18 years of age and older) government issued photo ID's will be made and retained at time of move-in. All applications for apartments: 1) will be accepted on a first come-first served basis; 2) are subject to the availability of the apartment type/size requested; 3) will be approved based on the rental criteria established for the community and program(s). Security Deposits and Pet Fees/Deposits (where applicable) are required. Rental applications are to be completed entirely. **Any omissions or falsifications may result in rejection of an application or termination of lease.**

- | | |
|--|-----------------------------------|
| Application Fee: \$50 per adult applicant | When Due: At application |
| Pet Fee: \$300 (non-refundable) | When Due: At move in |
| Pet Deposit: NA | When Due: NA |
| Holding Fee: NA | When Due: NA |
| Security Deposit: 1 Month Rent | When Due: At lease signing |
| Other Fee: NA | When Due: NA |

Other Application Information (If Applicable): Please visit the Leasing Information page at caryhorizon.com for information.

Preferences (If Applicable): Please visit the Leasing Information page at caryhorizon.com for information.

Lottery Information (If Applicable): Please visit the Leasing Information page at caryhorizon.com for information.

Maximum Income Limits:
As a mixed-income community, Cary Horizon is designed to facilitate the housing needs for varied-income families. For those homes deemed affordable, residence at this community requires that applicants meet certain qualifying standards established by the federal and/or state affordable housing program(s) at this community and Alden Realty Services, Inc. Minimum income is 2.5x the monthly rent (gross income).

30% AMI	1 Person	\$25,530	4 Persons	\$	*As defined and published by [program type(s) – IHDA.HUD; HOME; HUD]
	2 Persons	\$29,160	5 Persons	\$	
	3 Persons	\$	6 Persons	\$	
60% AMI	1 Person	\$51,060	4 Persons	\$72,900	*As defined and published by [program type(s) – IHDA.HUD; HOME; HUD]
	2 Persons	\$58,320	5 Persons	\$	
	3 Persons	\$65,640	6 Persons	\$	

****When calculating your total annual household income from all sources on your application, be sure to count all income from sources including, but not limited to, earned income for all adults such as W2, 1099, Salary, Self-Employment. Also include unearned income for all household members, including minors, such as Social Security, Supplemental Social Security, Pension/Retirement, Annuity, Unemployment, Worker's Compensation, TANF/Welfare Assistance, Child Support, Alimony and assets. There is no maximum income requirements for our market rate homes.**

Rental Eligibility and Suitability Criteria:

All applicants must comply with the following prior to occupancy:

- Applicants must be of legal age (18 years or legally emancipated) and each applicant must complete an application and meet all rental criteria.
- Applicant household's combined, gross monthly income must be a minimum of at least 2.5 times the monthly rent (rents are available on our website, and are subject to change, daily). Note: This does not apply to household's that will be receiving site-based (ex. Section 8 or PRAC) or tenant-based (ex. Housing Choice Voucher) rental assistance for this apartment.
- Management complies with the Housing Stability and Tenant Protection Act of 2019's requirements for suitability screening of applicants for housing. While credit and criminal records reporting information is obtained from a national screening service, information concerning housing-related court records are not obtained as part of this service. And, as such, are not used as the basis to deny housing. Rental history may be verified for present and previous residences from applicant household's landlords for the last five (5) years or from the last two successive tenancies, whichever is more inclusive. Applicants may not be rejected for lack of rental history but may be rejected for unsatisfactory rental history. Any applicant who owes past due funds to a previous landlord may be rejected until all funds that are past due have been paid in full.
- Applicant household's income and assets must be verified. Management will make necessary efforts to obtain third party verification of income and assets. In some instances, management may require an applicant to provide additional information such as pay stubs, benefit letters, notarized contribution letters, etc. Applicants cannot be proven eligible for housing until all household income and assets have been completely identified and verified.
- Management uses a third-party screening company to retrieve credit reports for all applicant household members who are 18 years of age or older, unless an applicant can provide evidence of positive rental history, indicating consistent, on-time rental payments in the past 12 months. If not, the credit report must demonstrate that the applicant(s) has/have paid financial obligations, as agreed. Management's inability to verify credit history may be a basis for rejecting an application. Applicant must not have more than two persons residing in an efficiency or one-bedroom apartment, not more than four persons in a two-bedroom apartment, not more than six in a three- bedroom apartment, not more than eight in a four-bedroom apartment and not more than ten in a five-bedroom apartment unless local or state housing occupancy codes dictate otherwise.
- Applicant household must meet the affordable housing program(s) applicable student rule(s) requirements to obtain housing at this community. Applicants understand that they will not be able to occupy or take possession of an apartment until all supporting paperwork is complete and signed by all parties. All approved applicants are required to execute the lease agreement. In addition, all security deposits must be paid in full prior to move-in.
- Management will consider extenuating circumstances as presented by the applicant household.

Criminal Background Checks & Tenant Screening Policy

All applicants must comply with the following prior to occupancy:

Criminal background checks will be performed in accordance with Illinois State law and federal fair housing guidelines. Management may not reject an application based on arrest records or expunged or sealed convictions. All adult household members 18 years of age or older will be subject to criminal background screening. Applicants may be rejected when Management has a reasonable basis to believe that the applicant cannot meet the essential requirements of tenancy, which include:

- No engagement in activities that pose a threat to the health, safety, and welfare of residents, staff, vendors, service providers, or the property owner.
- No engagement in illegal use of controlled substances or weapons on or near the premises.
- No criminal activity that, if repeated, would adversely affect the housing community.

Grounds for Application Denial

Management will not consider an arrest or charge that did not result in a conviction. Additionally, the following criteria may result in application denial:

- **Sex Offender Status:** Any household member who is subject to any state lifetime sex offender registration requirement. The household may be given an opportunity to remove the sex offender from the application.
- **Drug-Related Evictions:** Any household member who was evicted in the last three (3) years from federally assisted housing for drug-related criminal activity, unless that member has successfully completed an approved rehabilitation program.
- **Illegal Drug Use:** Any household member currently engaged in illegal drug use, or whose drug use may interfere with the safety and peaceful enjoyment of the property by others. Current drug use is indicated by an arrest or conviction within the last three (3) years. Marijuana remains a controlled substance under federal law, and federally assisted housing must comply with federal regulations regarding drug use.
- **Alcohol Abuse:** Any household member whose behavior, due to alcohol abuse, may interfere with the health, safety, and peaceful enjoyment of the property by others. Screening is based on behavior, not the condition of alcoholism.
- **Serious Criminal Offenses:** Any household member convicted of serious violent crimes, including but not limited to murder, rape, sexual assault, or sexual intercourse with a minor.
- **Recent Felony Convictions:** Any household member convicted within the last three (3) years of felonies involving crimes against persons or property, including assault, domestic violence, robbery, arson, burglary, fraud, or weapons violations.
- **Recent Misdemeanor Convictions:** Any household member convicted within the last three (3) years of misdemeanors related to property damage, alcohol-related offenses, theft, or obstruction of law.

Criminal Screening Discoveries & Appeals

If an applicant's criminal background check reveals a conviction that does not meet screening criteria, Management will follow these procedures before rejecting the household:



- Notify the household of the proposed action based on the background check.
- Provide the household with an opportunity to submit mitigating circumstances or documentation.
- Allow the applicant to dispute the accuracy and relevance of the background information.
- Permit the household to remove the member subject to the criminal screening discovery from the application.

Denial of Application

Should the applicant be rejected, Management will send a written notice of ineligibility to the applicant stating the specific reason(s) for denial and advise the applicant of their appeal rights and their rights to request a reasonable accommodation, if applicable. The applicant will also be provided with information about how to obtain a copy of the information from the reporting agency. The written notice will be accompanied by the Notice of Occupancy Rights Under the Violence Against Women Act (5380) and the corresponding Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Document (5382). Any otherwise eligible applicant household with a history of unsatisfactory conduct who claims that such conduct was due to or related to a Disability within the meaning of Section 504 of the Rehabilitation Act of 1973 ("Section 504") is entitled to request a review for eligibility for a "reasonable accommodation" under Section 504 and related acts.

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

How Personal Information is collected: You will be asked to furnish some personal information when you apply to rent from us. This information will be on the rental application form or other document(s) that you provide to us, either on paper or electronically.

How and When Information is used: We use this information for business purposes only as it relates to leasing a dwelling to you. Examples of these uses included but are not limited to, verifying statements made on your rental application (such as your rental, credit and employment history), reviewing your lease for renewal and enforcing your lease obligations (such as obtaining payment for money you may owe us in the future).

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

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

I understand and accept these qualifying standards and have truthfully answered all questions. I understand that falsification of rental application information will lead to denial of housing. Rental Criteria for Affordable Housing does not constitute a guarantee or representation that residents or occupants currently residing in the community have not been convicted or are not subject to deferred adjudication for felony. Management's ability to verify this information is limited to the information made available by the agencies and services used. It does not ensure that all individuals reside in, on or visiting the community conform to these guidelines.

Applicant Signature

Date

Management Representative

Date

Applicant Signature

Date

Management Representative

Date



Discrimination is Against the Law

It is illegal to discriminate against any person because of race, color, religion, sex, handicap, familiar status or national origin. Alden Realty Service Inc. does not discriminate based on any protected status, as defined and prohibited by local, state or federal law, in the admission of or access to housing its programs and activities.

Cary Horizon provides free aid and services to people with disabilities to communicate effectively with us, such as:

- Qualified sign language interpreters
- Written information in other formats (large print, audio, accessible electronic formats, other formats)

Provides free language services to people with limited English-proficiency, such as:

- Qualified interpreters
- Information written in other languages

If you believe Cary Horizon has failed to provide these services or discriminated in another way based on race, color, religion, sex, handicap, familial status or national origin or any other local or state protected class, you can file a grievance with Alden Realty Services, Inc. by contacting Dezirae Rios, Section 504 Coordinator at (630) 499-9718 or via TTY 711 or submit a written request to Alden Realty Services Inc 4200 W Peterson Ave. Suite 101 Chicago, Illinois 60646 via email to dezirae.rios@alden.com

Cary Horizon Senior Living and Alden Realty Services Inc comply with Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination, based on the presence of a disability in all programs or activities operated by recipients of federal financial assistance. In accordance with the Fair Housing Act and Section 504 of the Rehabilitation Act, Cary Horizon will make reasonable accommodations or modifications for individuals with disabilities (applicants or residents) unless these modifications would change the fundamental nature of the housing program or result in undue financial and administrative burden. Alden Realty Services, Inc. has designated a person to address questions or requests regarding the specific needs of residents and applicants with disabilities. This person is referred to as the Section 504 Coordinator. For more information please contact: Dezirae Rios, Section 504 Coordinator at (630) 499-9718 or via TTY 711 or submit a written request to Alden Realty Services Inc 4200 W Peterson Ave. Suite 101 Chicago, Illinois 60646 via email to Dezirae.rios@alden.com.

ATTENTION: Please contact the management office if you need help understanding this document.

Spanish

Contacte por favor la oficina de gestión si usted necesita ayuda a comprender este documento.

Portuguese:

Por favor contate o escritório de gerência se deve ajudar entendimento este documento.

French

Si vous avez besoin d'aide à la compréhension de ce document, veuillez communiquer avec le Bureau de gestion.

Haitian Creole

Souple kontakte Biwo jesyon a si w bezwen èd pou konprann dokiman sa a.

Vietnamese

Xin liên lạc với văn phòng điều hành nếu bạn cần giúp đỡ sự hiểu biết tài liệu này.

Russian

Пожалуйста свяжитесь с офисом управления, если Вам нужна помощь в понимании этого документа.

German

Bitte kontaktieren Sie das Leitungsbüro, wenn Sie helfen müssen, dieses Dokument zu verstehen.

Chinese

請與管理處聯絡，如果您需要協助理解此文件。

REASONABLE ACCOMMODATION POLICY

If you have a disability and as a result of your disability you need:

- a change in the rules or policies of how we do things that would give you an equal chance to reside within the leased premises and use the facilities or take part in programs on site; or
- a change or repair in your apartment or a special type of apartment that would give you an equal chance to reside within the leased premises and use the facilities or take part in programs on site; or
- a change or repair to some other part of the housing site that would give you an equal chance to reside within the leased premises and use the facilities or take part in programs on site; or
- a change in the way we communicate with you or give you information.

You may request this kind of change which is called a **REASONABLE ACCOMMODATION**

- If you can document that you have a disability and if your request is reasonable (which means not pose an undue financial or administrative burden) we will try to make the change request.
- We will give you an answer within 30 days of our receiving any necessary verification unless there is a problem getting the information we need or unless you agree to a longer time. We will let you know if we need more information or verification from you or if we would like to talk to you about other ways to meet your needs.
- If we deny your request, we will explain the reasons and you can give us more information if you think that will help. If you need assistance filling out a **REASONABLE ACCOMMODATION REQUEST FORM** or if you want to give us your request in some other way, we will assist you.

You can obtain a REASONABLE ACCOMMODATION FORM at the Management Office.

NOTE: all information you provide will be kept confidential and be used only to help assure you have an equal opportunity to enjoy your housing and the common areas.

All Requests are submitted to the Management Office for the applicable property.

I acknowledge have read and understand the Reasonable Accommodation Policy. Should there be multiple members of the household, notice of this policy to me, the Primary Applicant, is constructive notice to the entire household.

Primary Applicant's Signature

Date

Alden Realty Services, Inc. does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities. The following person has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR, part 8 dated June 2, 1988): Dezirae Rios dezirae.rios@alden.com, 630.499.9718



REQUEST FOR A REASONABLE ACCOMMODATION FORM

Name: _____

Phone: _____

Address: _____

1. As a result of his/her disability the following change or changes is requested so that (the person listed) can live here as easily or successfully as the other residents. Check the kind of change(s) you need.

Permission for a Personal Care Attendant to be a regular visitor to my apartment.
Name the person or people who are your Personal Care Attendants:

An additional bedroom for a Live-In Aide or Personal Care Attendant to live in my apartment.
Name the person or people who are your Live-In Aides or Personal Care Attendants:

 A physical or structural change in my apartment or other part of the housing complex.
(Describe)

A change in the following rule, policy or procedure. (Note: You may ask for changes in how you meet the terms of the lease, but everyone must continue to meet the terms of the lease.)

2. I need this reasonable accommodation because of my disability so that I can:

3. You may verify that I have a disability and my need for this request by contacting:

Name: _____

Address: _____

Phone: _____

4. If you asked for a change to your apartment or to the housing complex, please use this space to list any company or organization that might help us locate or build anything special that you need. (If you don't know of any, we will try to get this information ourselves.)

I give you permission to contact the above individual for purposes of verifying that I or a family member has a disability and needs the reasonable accommodation requested above. I understand that the information you obtain will be kept confidential and used solely to determine if you will provide an accommodation.

Signed: _____

Date: _____





Preliminary Application

Preliminary applications are to be completed by applicant(s) when an apartment cannot be assigned, and the applicant(s) can be added to the community's waitlist. **Preliminary applications with missing information cannot be processed & applicants will not be placed on the waitlist until complete.** This preliminary application will contain a Reasonable Accommodation Acknowledgement, HUD-92006 Form (if applicable) and a list of preferences (if any) for this community. For full screening procedures, please contact the management agent at the contact info above.

APPLICANT INFORMATION							
LAST NAME		FIRST NAME		M.I.	SEX (OPTIONAL) MALE <input type="checkbox"/> FEMALE <input type="checkbox"/>	SSN	FULL TIME STUDENT? YES <input type="checkbox"/> NO <input type="checkbox"/>
BIRTH DATE	HOME PHONE ()		WORK PHONE ()		EMAIL		
STREET ADDRESS			APARTMENT #	CITY		STATE	ZIP
TOTAL GROSS ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES/APPLICANTS \$		DESIRED MOVE IN DATE		DESIRED NUMBER OF BEDROOMS		DO YOU HAVE A HOUSING CHOICE VOUCHER? YES <input type="checkbox"/> NO <input type="checkbox"/>	
IS AN ACCESSIBLE UNIT NEEDED? YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES, PLEASE SPECIFY: HEARING <input type="checkbox"/> VISION <input type="checkbox"/> MOBILITY <input type="checkbox"/> OTHER <input type="checkbox"/>				HOW DID YOU HEAR ABOUT THIS COMMUNITY?			
WHAT IS YOUR PRIMARY LANGUAGE? ENGLISH <input type="checkbox"/> SPANISH <input type="checkbox"/> OTHER <input type="checkbox"/>		IF ENGLISH IS NOT YOUR PRIMARY LANGUAGE, CAN YOU SPEAK OR READ ENGLISH FLUENTLY? YES <input type="checkbox"/> NO <input type="checkbox"/>			DO YOU NEED AN INTERPRETER? YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES, CHECK ONE OR BOTH: SPEAK <input type="checkbox"/> READ <input type="checkbox"/>		
PETS? YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES, DESCRIBE WEIGHT, BREED AND AGE:		DO YOU HAVE A SERVICE PROVIDER? YES <input type="checkbox"/> NO <input type="checkbox"/>		DO YOU MEET ANY PREFERENCES AT THIS COMMUNITY? IF YES, PLEASE LIST: ARE YOU A VETERAN? YES <input type="checkbox"/> NO <input type="checkbox"/> ARE YOU HOMELESS? YES <input type="checkbox"/> NO <input type="checkbox"/>			
ADDITIONAL APPLICANT INFORMATION							
LAST NAME	FIRST NAME	M.I.	RELATIONSHIP TO APPLICANT	BIRTH DATE	SEX (Optional)	SSN	FULL TIME STUDENT? Y/N
EMERGENCY CONTACT							
NAME		ADDRESS		PHONE ()		RELATIONSHIP	
BACKGROUND INFORMATION							
HAS ANY MEMBER OF THE HOUSEHOLD EVER:	Filed for bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No			Willfully or intentionally refused to pay rent when due? <input type="checkbox"/> Yes <input type="checkbox"/> No			
	Been convicted of a felony? <input type="checkbox"/> Yes <input type="checkbox"/> No			If yes, please provide Type of Offense, County, and State:			
	Are you, or any member of your household subject to a lifetime sex offender registration requirement in any state? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, which state(s):				If you answered "yes" to any of the questions, please specify the household member name(s):		
Please identify the racial or ethnic group of which you are a member (This is optional): <input type="checkbox"/> Black <input type="checkbox"/> Asian/Pacific Islander <input type="checkbox"/> Native American <input type="checkbox"/> Hispanic <input type="checkbox"/> White <input type="checkbox"/> Other (please specify) _____							

Applicant Certification

- I/We certify that the information given to Alden Realty Services, Inc. on this preliminary application is correct and complete to the best of my/our knowledge.
- I/We understand that if this application is not filled out completely, it will not be accepted.
- I/We understand this is a preliminary application and the information provided does not guarantee housing.
- I/We understand additional information and verifications will be necessary to complete the application process.

Applicant Signature: _____ Date: _____

Management Signature: _____ Date: _____

FOR OFFICE USE
Date Received: _____
Time Received: _____



LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date

Landlord

Date

Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking

When should I receive this form? A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you are admitted as a tenant, when you receive an eviction or termination notice and prior to termination of tenancy, or when you are denied as an applicant. A covered housing provider may provide these forms at additional times.

What is the Violence Against Women Act (“VAWA”)? This notice describes protections that may apply to you as an applicant or a tenant under a housing program covered by a federal law called the Violence Against Women Act (“VAWA”). VAWA provides housing protections for victims of domestic violence, dating violence, sexual assault or stalking. VAWA protections must be in leases and other program documents, as applicable. VAWA protections may be raised at any time. You do not need to know the type or name of the program you are participating in or applying to in order to seek VAWA protections.

What if I require this information in a language other than English? To read this information in Spanish or another language, please contact [INSERT COVERED HOUSING PROVIDER’S CONTACT INFORMATION; FOR HOPWA PROVIDERS – INSERT GRANTEE NAME AND CONTACT INFORMATION] or go to [INSERT WEBSITE, IF APPLICABLE]. You can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

What do the words in this notice mean?

- *VAWA violence/abuse* means one or more incidents of domestic violence, dating violence, sexual assault, or stalking.
- *Victim* means any victim of *VAWA violence/abuse*.
- *Affiliated person* means the tenant’s spouse, parent, sibling, or child; or any individual, tenant, or lawful occupant living in the tenant’s household; or anyone for whom the tenant acts as parent/guardian.
- *Covered housing program*¹ includes the following HUD programs:
 - Public Housing
 - Tenant-based vouchers (TBV, also known as Housing Choice Vouchers or HCV) and Project-based Vouchers (PBV) Section 8 programs
 - Section 8 Project-Based Rental Assistance (PBRA)
 - Section 8 Moderate Rehabilitation Single Room Occupancy
 - Section 202 Supportive Housing for the Elderly
 - Section 811 Supportive Housing for Persons with Disabilities
 - Section 221(d)(3)/(d)(5) Multifamily Rental Housing
 - Section 236 Multifamily Rental Housing
 - Housing Opportunities for Persons With AIDS (HOPWA) program
 - HOME Investment Partnerships (HOME) program
 - The Housing Trust Fund
 - Emergency Solutions Grants (ESG) program
 - Continuum of Care program
 - Rural Housing Stability Assistance program
- *Covered housing provider* means the individual or entity under a covered housing program that is responsible for providing or overseeing the VAWA protection in a specific situation. The covered housing provider may be a public housing agency, project sponsor, housing owner, mortgagor, housing manager, State or local government, public agency, or a nonprofit or for-profit organization as the lessor.

¹ For information about non-HUD covered housing programs under VAWA, see Interagency Statement on the Violence Against Women Act’s Housing Provisions at <https://www.hud.gov/sites/dfiles/PA/documents/InteragencyVAWAHousingStmnt092024.pdf>.

What if I am an applicant under a program covered by VAWA? You can't be denied housing, housing assistance, or homeless assistance covered by VAWA just because you (or a household member) are or were a victim or just because of problems you (or a household member) had as a direct result of being or having been a victim. For example, if you have a poor rental or credit history or a criminal record, and that history or record is the direct result of you being a victim of VAWA abuse/violence, that history or record cannot be used as a reason to deny you housing or homeless assistance covered by VAWA.

What if I am a tenant under a program covered by VAWA? You cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because you (or a household member) are or were a victim of VAWA violence/abuse. You also cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because of problems that you (or a household member) have as a direct result of being or having been a victim. For example, if you are a victim of VAWA abuse/violence that directly results in repeated noise complaints and damage to the property, neither the noise complaints nor property damage can be used as a reason for evicting you from housing covered by VAWA. You also cannot be evicted or removed from housing, housing assistance, or homeless assistance covered by VAWA because of someone else's criminal actions that are directly related to VAWA abuse/violence against you, a household member, or another affiliated person.

How can tenants request an emergency transfer? Victims of VAWA violence/abuse have the right to request an emergency transfer from their current unit to another unit for safety reasons related to the VAWA violence/abuse. An emergency transfer cannot be guaranteed, but you can request an emergency transfer when:

1. You (or a household member) are a victim of VAWA violence/abuse;
2. You expressly request the emergency transfer; **AND**
3. **EITHER**
 - a. you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the same dwelling unit; **OR**
 - b. if you (or a household member) are a victim of sexual assault, either you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) were to stay in the unit, or the sexual assault occurred on the premises and you request an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

You can request an emergency transfer even if you are not lease compliant, for example if you owe rent. If you request an emergency transfer, your request, the information you provided to make the request, and your new unit's location must be kept strictly confidential by the covered housing provider. The covered housing provider is required to maintain a VAWA emergency transfer plan and make it available to you upon request. To request an emergency transfer or to read the covered housing provider's VAWA emergency transfer plan, [ENTER SPECIFIC CONTACT INFORMATION, WEBSITE, AND/OR INSTRUCTIONS FOR REQUESTING AN EMERGENCY TRANSFER OR A COPY OF THE APPLICABLE VAWA EMERGENCY TRANSFER PLAN]. The VAWA emergency transfer plan includes information about what the covered housing provider does to make sure your address and other relevant information are not disclosed to your perpetrator.

Can the perpetrator be evicted or removed from my lease? Depending on your specific situation, your covered housing provider may be able to divide the lease to evict just the perpetrator. This is called "lease bifurcation."

What happens if the lease bifurcation ends up removing the perpetrator who was the only tenant who qualified for the housing or assistance? In this situation, the covered housing provider must provide you and other remaining household members an opportunity to establish eligibility or to find other housing. If you cannot or don't want to establish eligibility, then the covered housing provider must give you a reasonable time to move or establish eligibility for another covered housing program. This amount of time varies, depending on the covered housing program involved. The table below shows the reasonable time provided under each covered housing programs with HUD. Timeframes for covered housing programs operated by other agencies are determined by those agencies.

Covered Housing Program(s)	Reasonable Time for Remaining Household Members to Continue to Receive Assistance, Establish Eligibility, or Move.
HOME and Housing Trust Fund, Continuum of Care Program (except for permanent supportive housing), ESG program, Section 221(d)(3) Program, Section 221(d)(5) Program, Rural Housing Stability Assistance Program	Because these programs do not provide housing or assistance based on just one person's status or characteristics, the remaining tenant(s), or family member(s) in the CoC program, can keep receiving assistance or living in the assisted housing as applicable.
Permanent supportive housing funded by the Continuum of Care Program	The remaining household member(s) can receive rental assistance until expiration of the lease that is in effect when the qualifying member is evicted.
Housing Choice Voucher, Project-based Voucher, and Public Housing programs (for Special Purpose Vouchers (e.g., HUD-VASH, FUP, FYI, etc.), see also program specific guidance)	<p>If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.</p> <p>For HUD-VASH, if the veteran is removed, the remaining family member(s) can keep receiving assistance or living in the assisted housing as applicable. If the veteran was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days to establish program eligibility or find alternative housing.</p>
Section 202/811 PRAC and SPRAC	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or until the lease expires, whichever is first, to establish program eligibility or find alternative housing.
Section 202/8	<p>The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or when the lease expires, whichever is first, to establish program eligibility or find alternative housing.</p> <p>If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.</p>
Section 236 (including RAP); Project-based Section 8 and Mod Rehab/SRO	The remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
HOPWA	The remaining household member(s) must be given no less than 90 calendar days, and not more than one year, from the date of the lease bifurcation to establish program eligibility or find alternative housing. The date is set by the HOPWA Grantee or Project Sponsor.

Are there any reasons that I can be evicted or lose assistance? VAWA does not prevent you from being evicted or losing assistance for a lease violation, program violation, or violation of other requirements that are not due to the VAWA violence/abuse committed against you or an affiliated person. However, a covered housing provider cannot be stricter with you than with other tenants, just because you or an affiliated person experienced VAWA abuse/violence. VAWA also will not prevent eviction, termination, or removal if other tenants or housing staff are shown to be in immediate, physical danger that could lead to serious bodily harm or death if you are not evicted or removed from assistance. **But only if no other action can be taken to reduce or eliminate the threat** should a covered housing provider evict you or end your assistance, if the VAWA abuse/violence happens to you or an affiliated person. A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you receive an eviction or termination notice and prior to termination of tenancy.

What do I need to document that I am a victim of VAWA abuse/violence? If you ask for VAWA protection, the covered housing provider may request documentation showing that you (or a household member) are a victim. BUT the covered housing provider must make this request in writing and must give you at least 14 business days (weekends and holidays do not count) to respond, and you are free to choose any one of the following:

1. A self-certification form (for example, Form-HUD 5382), which the covered housing provider must give you along with this notice. Either you can fill out the form or someone else can complete it for you;
2. A statement from a victim/survivor service provider, attorney, mental health professional or medical professional who has helped you address incidents of VAWA violence/abuse. The professional must state “under penalty of perjury” that he/she/they believes that the incidents of VAWA violence/abuse are real and covered by VAWA. Both you and the professional must sign the statement;
3. A police, administrative, or court record (such as a protective order) that shows you (or a household member) were a victim of VAWA violence/abuse; **OR**
4. If allowed by your covered housing provider, any other statement or evidence provided by you.

It is your choice which documentation to provide and the covered housing provider must accept any one of the above as documentation. The covered housing provider is prohibited from seeking additional documentation of victim status or requiring more than one of these types of documentation, unless the covered housing provider receives conflicting information about the VAWA violence/abuse.

If you do not provide one of these types of documentation by the deadline, the covered housing provider does not have to provide the VAWA protections you requested. If the documentation received by the covered housing provider contains conflicting information about the VAWA violence/abuse, the covered housing provider may require you to provide additional documentation from the list above, but the covered housing provider must give you another 30 calendar days to do so.

Will my information be kept confidential? If you share information with a covered housing provider about why you need VAWA protections, the covered housing provider must keep the information you share strictly confidential. This information should be securely and separately kept from your other tenant files. No one who works for your covered housing provider will have access to this information, unless there is a reason that specifically calls for them to access this information, your covered housing provider explicitly authorizes their access for that reason, and that authorization is consistent with applicable law.

Your information **will not be disclosed** to anyone else or put in a database shared with anyone else, except in the following situations:

1. If you give the covered housing provider written permission to share the information for a limited time;
2. If the covered housing provider needs to use that information in an eviction proceeding or hearing; or
3. If other applicable law requires the covered housing provider to share the information.

How do other laws apply? VAWA does not limit the covered housing provider's duty to honor court orders about access to or control of the property, or civil protection orders issued to protect a victim of VAWA abuse/violence.

Additionally, VAWA does not limit the covered housing provider's duty to comply with a court order with respect to the distribution or possession of property among household members during a family break up. The covered housing provider must follow all applicable fair housing and civil rights requirements.

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. To request a reasonable accommodation, please contact [INSERT APPROPRIATE STAFF MEMBER CONTACT INFORMATION]. Your covered housing provider must also ensure effective communication with individuals with disabilities.

Have your protections under VAWA been denied? If you believe that the covered housing provider has violated these rights, you may seek help by contacting [INSERT LOCAL HUD FHEO FIELD OFFICE & CONTACT INFORMATION]. You can also find additional information on filing VAWA complaints at <https://www.hud.gov/VAWA> and https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA. To file a VAWA complaint, visit <https://www.hud.gov/fairhousing/fileacomplaint>.

Need further help?

- For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.
- To talk with a housing advocate, contact [ENTER CONTACT INFO FOR LOCAL ADVOCACY AND LEGAL AID ORGANIZATIONS].

Public reporting burden for this collection of information is estimated to range from 45 to 90 minutes per each covered housing provider's response, depending on the program. This includes time to print and distribute the form. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, D.C. 20410. This notice is required for covered housing programs under section 41411 of VAWA and 24 CFR 5.2003. Covered housing providers must give this notice to applicants and tenants to inform them of the VAWA protections as specified in section 41411(d)(2). This is a model notice, and no information is being collected. A Federal 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.

**CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

Confidentiality Note: Any personal information you share in this form will be maintained by your covered housing provider according to the confidentiality provisions below.

Purpose of Form: If you are a tenant of or applicant for housing assisted under a covered housing program, or if you are applying for or receiving transitional housing or rental assistance under a covered housing program, and ask for protection under the Violence Against Women Act (“VAWA”), you may use this form to comply with a covered housing provider's request for written documentation of your status as a "victim". This form is accompanied by a "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

VAWA protects individuals and families regardless of a victim’s age, sex, or marital status.

You are not expected **and cannot be asked or required** to claim, document, or prove victim status or VAWA violence/abuse other than as stated in "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

This form is **one of your available options** for responding to a covered housing provider’s written request for documentation of victim status or the incident(s) of VAWA violence/abuse. If you choose, you may submit one of the types of third-party documentation described in Form HUD-5380, in the section titled, “What do I need to document that I am a victim?”. Your covered housing provider must give you at least 14 business days (weekends and holidays do not count) to respond to their written request for this documentation.

Will my information be kept confidential? Whenever you ask for or about VAWA protections, your covered housing provider must keep any information you provide about the VAWA violence/abuse or the fact you (or a household member) are a victim, including the information on this form, strictly confidential. This information should be securely and separately kept from your other tenant files. This information can only be accessed by an employee/agent of your covered housing provider if (1) access is required for a specific reason, (2) your covered housing provider explicitly authorizes that person’s access for that reason, **and** (3) the authorization complies with applicable law. This information will not be given to anyone else or put in a database shared with anyone else, unless your covered housing provider (1) gets your written permission to do so for a limited time, (2) is required to do so as part of an eviction or termination hearing, **or** (3) is required to do so by law.

In addition, your covered housing provider must keep your address strictly confidential to ensure that it is not disclosed to a person who committed or threatened to commit VAWA violence/abuse against you (or a household member).

What if I require this information in a language other than English? To read this in Spanish or another language, please contact [INSERT COVERED HOUSING PROVIDER’S CONTACT INFORMATION; FOR HOPWA PROVIDERS – INSERT GRANTEE NAME AND CONTACT INFORMATION] or go to [INSERT WEBSITE, IF APPLICABLE]. You can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. Your covered housing provider must also ensure effective communication with individuals with disabilities.

Need further help? For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact [ENTER CONTACT INFO FOR LOCAL ADVOCACY AND LEGAL AID ORGANIZATIONS].

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

1. Name(s) of victim(s): _____

2. Your name (if different from victim's): _____

3. Name(s) of other member(s) of the household: _____

4. Name of the perpetrator (if known and can be safely disclosed): _____

5. What is the safest and most secure way to contact you? (You may choose more than one.)

If any contact information changes or is no longer a safe contact method, notify your covered housing provider.

Phone Phone Number: _____

Safe to receive a voicemail: Yes No

E-mail E-mail Address: _____

Safe to receive an email: Yes No

Mail Mailing Address: _____

Safe to receive mail from your housing provider: Yes No

Other Please List: _____

6. Anything else your housing provider should know to safely communicate with you?

Applicable definitions of domestic violence, dating violence, sexual assault, or stalking:

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who lives with or has lived with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Spouse or intimate partner of the victim includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Dating violence means violence committed by a person:

- (1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; **and**
- (2) Where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) The length of the relationship; (ii) The type of relationship; and (iii) The frequency of interaction between the persons involved in the relationship.

Sexual assault means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person's individual safety or the safety of others **or**
- (2) Suffer substantial emotional distress.

Certification of Applicant or Tenant: By signing below, I am certifying that the information provided on this form is true and correct to the best of my knowledge and recollection, and that one or more members of my household is or has been a victim of domestic violence, dating violence, sexual assault, or stalking as described in the applicable definitions above.

Signature

Date

Public Reporting Burden for this collection of information is estimated to average 20 minutes per response. This includes the time for collecting, reviewing, and reporting. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, DC 20410. Housing providers in programs covered by VAWA may request certification that the applicant or tenant is a victim of VAWA violence/abuse. A Federal 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.