



Texas Tenant Relocation Assistance Toolkit

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This guide is by no means a comprehensive description of every legal and practical issue that will arise when assisting tenants with relocation assistance in Texas. In addition, tenant relocation law, like any other area of law, is subject to change by federal, state, and local legislatures and by courts. As a result, while every effort has been made to make these materials as accurate as possible, these materials are not to be used as a substitute for the advice of an attorney. Persons reviewing this guide should not act upon the information without seeking the advice of an attorney.

This guide does not represent the official position of The University of Texas School of Law or The University of Texas. The information provided reflects only the opinions of the authors and of the Entrepreneurship and Community Development Clinic.

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I. Introduction

The purpose of this toolkit is to identify the resources available to tenants in Texas when they are displaced from their homes due to development funded in any part by federal dollars or caused by local or state government action. The primary audience for this toolkit is tenants and tenant advocates, including community organizers, legal aid attorneys and paralegals.

Part I of the toolkit provides an overview of displaced tenants' rights under federal law. Part II provides information on the rights of displaced families in Texas. Part III discusses the City of Austin Tenant Notification and Tenant Relocation Ordinance and recommends best practice features for local tenant relocation laws. Part IV includes examples of successful relocation assistance advocacy under these laws by tenants and tenant advocates in Texas. Part V provides practice tips and "lessons learned" from tenants and tenant advocates.

One of the first steps when working with tenants at risk of displacement is to determine the source of any government funds being used for the project. Depending on which funds are being used, different laws will apply and different tenant rights will follow. Understanding the minimum legal requirements gives tenants and tenant advocates a starting point for further advocacy.

II. Relocation Assistance Under Federal Law

The **Uniform Relocation Assistance and Property Acquisition Policies Act**, known as the **“Uniform Act”** or the **“URA”**, was enacted by Congress in 1970 to provide uniform minimum standards for the treatment of individuals displaced from their homes or businesses by a federal project or a federally-funded project. The Uniform Act covers displacement resulting directly from property acquisition, demolition, or rehabilitation by a federal agency and by private or state actors using federal funds.¹ The Uniform Act establishes minimum standards for property owners when their property is being acquired; for displaced tenants and homeowners; and for individuals who are displaced from their businesses or farms. **This section of the toolkit focuses on the provisions of the Uniform Act related to displaced tenants.**

In 1987, **Section 104(d)** was added to the Housing and Community Development Act to address the displacement of low-income tenants caused by conversion or demolition of their affordable rental housing by projects undertaken with certain Housing and Urban Development (“HUD”) funds. **Conversion** means altering a housing unit so that it is used for non-housing purposes; used for housing purposes but no longer meets the definition of an affordable dwelling unit; or used as an emergency shelter. Section 104(d) only covers **residential displacement and only covers tenants with a household income at or below 80% of the Area Median Household Income**, as defined by HUD.

Federally-funded projects are subject to the Uniform Act, and projects funded by certain HUD grants are subject to the Uniform Act and Section 104(d). When applicable, low-income tenants subject to both laws may choose to receive benefits under either the Uniform Act or under Section 104(d), but not both. If an individual receives relocation payments under a federal, state, or local law that are determined to be similar in purpose and effect to the payments they would be eligible for under the Uniform Act, then they will not be able to receive payments under the Uniform Act.¹²

Although most of the benefits provided under Section 104(d) are the same as those provided under the Uniform Act, there are a few, important differences that are highlighted below.

Please Note: Some of the documents interpreting the Uniform Act, including both 49 C.F.R. Part 24, and the Real Estate Acquisition and Relocation Policy and Guidance Handbook (HUD Handbook 1378), have not yet been updated to include the higher replacement housing payment ceilings for tenants and owner-occupants and the shorter prior occupancy period for owner-occupants under the 2012 amendments to the Uniform Act (see definition of replacement housing payments below).

A. Uniform Act or “URA”

The [Uniform Act](#), codified at 42 U.S.C. 4601 et seq., as amended in 2012, and its implementing regulations, found at 49 C.F.R. Part 24, and in the Real Estate Acquisition and Relocation Policy and Guidance Handbook (HUD Handbook 1378), set forth the baseline minimum relocation assistance that must be provided to tenants who are being displaced from their homes as a result of property acquisition, demolition, or rehabilitation funded in any part by federal funds. An individual is considered displaced under the Uniform Act if she moves from her home or moves her personal property from her home as a direct result of a written notice of intent to acquire, or the start of negotiations to acquire, or the actual acquisition of property, as part of a development project funded in any part by federal funds. The Uniform Act applies to all eligible displaced tenants, regardless of income.

Uniform Act Requirements	
Agency Planning	The Uniform Act requires a Displacing Agency to plan its federal and federally-assisted development projects in a manner that recognizes the likely displacement harms to individuals and businesses and that develops solutions to minimize that harm.
Notice	General Information Notice —Must be given to Displaced Persons as soon as possible and includes a general description of the Displacing Agency’s relocation program.
	Notice of Eligibility for Relocation Assistance —The Displacing Agency must promptly notify all occupants in writing of their eligibility for relocation assistance.
	90-Day Notice —Must contain the earliest date by which the individual may be required to move or state that the person will receive further notice at least 30 days in advance of the move date.
Relocation Assistance Benefits	Relocation Advisory Services —Must include a determination of the needs and preferences of the Displaced Person, an explanation of payments and other benefits they are entitled to, and an explanation of the process for obtaining that assistance.
	Replacement Housing Payments —Displaced Persons must be given payments in an amount that enables them to rent a comparable replacement dwelling for up to 42 months, not to exceed a total payment of \$7,200.
	Moving Costs —Displaced Persons are eligible for their actual, reasonable, and necessary moving expenses for personal property.

1. Agency Planning

The Uniform Act requires a Displacing Agency to plan its federal and federally-assisted development projects in a manner that **recognizes the likely displacement harm to individuals and businesses and that develops solutions to minimize that harm.**³

Definitions of Terminology Used in the Uniform Act

Displacing Agency is the term used to refer to a federal agency, a state agency, or individual person or organization using federal financial assistance for a project that will result in the displacement of individuals or businesses.⁴

Federal Financial Assistance includes a grant, loan, or contribution provided by the federal government but does not include a federal guarantee or insurance or an interest reduction payment in connection with the purchase and occupancy of a home.⁵

Displaced Persons refers to individuals who move or move their personal property permanently as a direct result of a written notice of an intent to acquire, the initiation of negotiations to acquire, or the actual acquisition of their home, business, or farm.⁶
Note: Individuals who move prior to the initiation of negotiations, who start occupying the property after it is acquired, or who are not required to relocate permanently do not qualify as displaced persons.⁷

Initiation of negotiations means the delivery of (1) the initial written offer of just compensation to the owner of the real property for displacement caused by acquisition of real property by a federal or state agency, or (2) the notice to the person that he or she will be displaced by the project for displacement caused by rehabilitation, demolition, or privately undertaken acquisition of real property.⁸

Comparable Replacement Dwelling means a dwelling that is (1) decent, safe, and sanitary; functionally equivalent to the dwelling from which the household was displaced; (2) adequate in size for the displaced person's household; (3) in an area not subject to adverse environmental conditions; (4) in a location equally desirable to that of the former dwelling; (5) on a typical site; (6) currently available to the displaced person on the private market; (7) within the financial means of the displaced person if, after receiving replacement housing payments under the Uniform Act, the person's monthly rent and estimated average monthly utility costs for the replacement dwelling do not exceed the person's base monthly rental for the displacement dwelling; and (8) for a person receiving government housing assistance before displacement, a dwelling that may reflect similar government housing assistance.⁹

Decent, Safe, and Sanitary refers to a dwelling that meets local housing and occupancy codes. For a displaced person with a disability, the dwelling must also be free of any barriers that would prevent that person from entering, exiting, or using the dwelling.¹⁰

Replacement Housing Payments are the payments that the tenants receive to compensate for the difference in rent and utilities between their former home (the one they are being displaced from) and their new home, up to a statutory cap. As of the fall of 2018, tenants who have lived in their homes for at least 90 days prior to the notification of acquisition and who find a replacement dwelling within one year may receive up to \$7,200 in replacement housing payments. Owner-occupants who have lived in their homes for at least 90 days prior to the notification of acquisition and find a replacement home within one year may receive up to \$31,000 in replacement housing payments. Note: The replacement housing payments ceiling for tenants used to be \$5,250 and the replacement housing payments ceiling for owner-occupants used to be \$22,500, until both were increased in 2012. In addition, owner-occupants used to be required to have lived in their homes for at least 180 days prior to the notification of acquisition—that was reduced to 90 days in the 2012 amendments to the Uniform Act.

When appropriate, planning should include an evaluation of the resources available to provide relocation assistance and may also involve a **relocation study** that includes an estimate of the number of households to be displaced, an estimate of the number of comparable replacement dwellings in the nearby community, an estimate of the number, type and size of the businesses, nonprofit organizations, and farms to be displaced, and an estimate of the availability of replacement sites in the nearby community for those businesses.¹¹

2. Notice

The **Displacing Agency** is required to follow **proper notice** requirements.

There are **three types of notice** required to be given to Displaced Persons.¹² Each notice must be personally served or sent by certified or registered first-class mail, return-receipt requested.¹³ Each notice must be written in plain, understandable language. Persons who are unable to read and understand the notice must be provided with appropriate translation and counseling.¹⁴ Each notice must indicate the name and telephone number of a person who may be contacted for answers to questions or other assistance.¹⁵

Three Types of Notice Required to be Given to Displaced Persons

1. General Information Notice.
2. Notice of Eligibility for Relocation Assistance.
3. 90-Day Notice.

(1) General Information Notice. This notice must be given as soon as possible to an individual who will be displaced. It should include a general description of the Displacing Agency's relocation program, including:

- Informing the individual that they may be displaced and describing the relocation assistance benefits they may be eligible for, including the eligibility requirements and procedures for obtaining these benefits.
- Informing the individual that they will be provided with reasonable relocation advisory services, including referrals to replacement properties, help in filling out payment claims, and other assistance to help them relocate.
- Informing the individual that they will not be required to move without at least 90 days advance written notice and that they cannot be required to move permanently unless at least one comparable replacement dwelling has been made available.
- Informing the individual that any person who is not lawfully present in the U.S. is ineligible for relocation assistance benefits, unless ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child. See the box regarding Immigration Status and Relocation Assistance under the Uniform Act on page 11.

- Describing the individual's right to appeal the displacing agency's determination of whether they are entitled to benefits and how much.

Businesses, nonprofit organizations, and farms displaced by federal agencies and federally-funded redevelopment are also eligible for Relocation Assistance Benefits such as relocation advisory services, relocation assistance payments, and moving costs. The following report provides ideas for areas where advocates can negotiate on behalf of displaced business owners, non-profit organizations, and farmers: https://www.fhwa.dot.gov/real_estate/publications/business_relocation_assistance/index.cfm

(2) Notice of Eligibility for Relocation Assistance.

A displaced person is eligible for relocation assistance on the date of a notice of intent to acquire, the initiation of negotiations, or actual acquisition, whichever occurs first.¹⁶ The Displacing Agency must promptly notify all occupants in writing of their eligibility for relocation assistance.

(3) 90-Day Notice. No person lawfully occupying a property may be required to move unless they have received at least 90 days' advance written notice. The notice must contain:

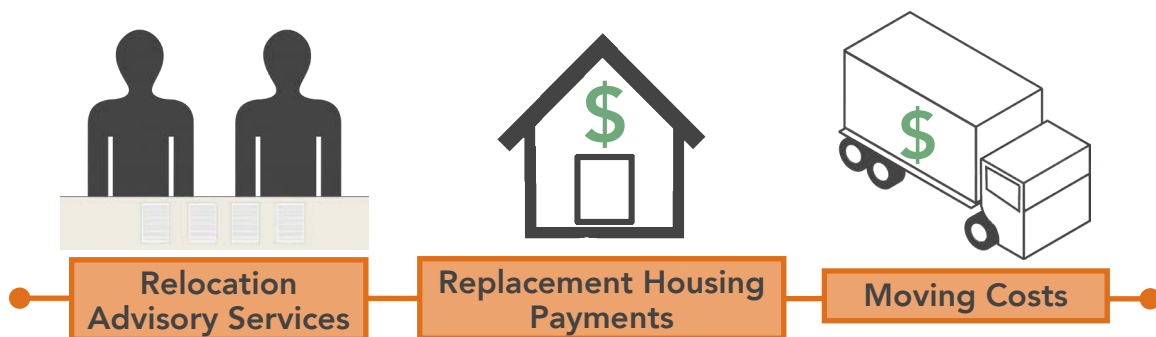
- (i) The earliest specific date by which the individual may be required to move, or
- (ii) A statement that the person will receive further notice, at least 30 days in advance, of the specific date on which they must move.

If the 90-day notice is issued before a **comparable replacement dwelling** is made available, the notice must state clearly that the occupant will not have to move earlier than 90 days after such a dwelling is made available.¹⁷

If the Displacing Agency determines that 90 days' notice is impractical, as in the instance where continued occupancy of the property would constitute a substantial danger to health or safety, an occupant may be required to vacate on less than 90 days' advance written notice.¹⁸

3. Relocation Assistance Benefits

Under the **Uniform Act**, relocation assistance benefits include (1) **relocation advisory services**, (2) **replacement housing payments**, and (3) **moving costs**.



(1) Relocation Advisory Services. The Uniform Act requires that a Displacing Agency provide relocation advisory services to Displaced Persons that include a determination of the needs and preferences of each Displaced Person and an ex-

planation to each Displaced Person of the payments and other benefits to which they are entitled, the eligibility requirements for the payments and other benefits, and the process for obtaining that assistance.¹⁹ **The Displacing Agency is required to give each Displaced Person a personal interview with a Relocation Advisor.**²⁰

A Relocation Advisor engaged by the Displacing Agency must:

- **Provide current and continuing information on the availability and rental costs of comparable replacement dwellings**, and explain that the Displaced Person cannot be required to move until **at least one comparable replacement dwelling is made available**.²¹ A comparable replacement dwelling is considered to have been made available to a Displaced Person if (1) the person is informed of its location, (2) the person has sufficient time to negotiate and enter into a lease for the property, and (3) the person is assured of receiving the relocation assistance to which they are entitled in sufficient time to complete the lease of the property.²² The federal agency funding the project may waive the requirement that a comparable replacement dwelling be made available in the case of an emergency.²³
- **Inform the Displaced Person in writing of** the specific comparable replacement dwelling and the rent used to establish the upper limit of the replacement housing payment so that the Displaced Person knows the **maximum replacement housing payment for which they will qualify**.²⁴
- Offer **transportation** to a representative of the displaced household to enable them to visit the replacement housing they are referred to.²⁵
- When possible, give minority persons reasonable opportunities to relocate to decent, safe, and sanitary replacement dwellings within their financial means that are located **outside an area of minority concentration**.²⁶
- **Advise those who may be eligible for government rent subsidy** at the replacement dwelling of any **requirements related to that rent subsidy that would limit the size of the replacement dwelling** and also advise them about the long-term nature of that rent subsidy versus the short-term (42 months) nature of the replacement housing payment.²⁷

The replacement housing must be inspected by the relocation agency to ensure it meets applicable standards. A Displaced Person will not receive their replacement housing payments until an inspection is completed and the dwelling is approved as being **decent, safe, and sanitary**.

Note: A person who becomes a lawful occupant of an impacted property after the date of eligibility for replacement housing payments and moving expenses may still be eligible for advisory services.²⁸

(2) Replacement Housing Payments. The Uniform Act requires that a displaced tenant be given **replacement housing payments** in an amount necessary to enable such person to rent a comparable replacement dwelling for a period not to exceed 42 months, **up to a maximum total payment of \$7,200.**²⁹ Replacement housing payments may be disbursed in either one lump sum or in installments, at the Agency's discretion.³⁰

a. Replacement Housing Payment Eligibility: The displaced tenant must have actually and lawfully occupied the displacement dwelling (the dwelling from which they are being displaced) for at least 90 days prior to the initiation of negotiations, and must have rented and occupied a decent, safe, and sanitary replacement dwelling within 1 year after the date she moved from the displacement dwelling.³¹

A displaced tenant who actually and lawfully occupied the displacement dwelling for less than 90 days, is entitled to relocation advisory services and a moving payment but not a replacement housing payment, unless no comparable replacement dwelling is available within her financial means.³²

Immigration Status and Relocation Assistance under the Uniform Act

Persons seeking relocation payments or relocation advisory assistance must certify that they (individually or each member of the family in the case of a family) are **either a citizen or national of the United States or lawfully present in the United States.**³³

In calculating relocation payments under the Uniform Act, if any member of a household is determined to be ineligible because of immigration status, no relocation payments may be made to that person. Any relocation payments for that household would be calculated based on the number of eligible household members.³⁴

If a person is unable to certify that she is a U.S. citizen or national or lawfully present in the United States, she will not be able to receive relocation payments or relocation advisory assistance **unless she can demonstrate** to the Displacing Agency's satisfaction that the denial of relocation assistance will result in an **exceptional and extremely unusual hardship to that person's spouse, parent, or child** who is a citizen of the United States, or lawful permanent resident in the United States.³⁵

Exceptional and extremely unusual hardship means that the denial of relocation payments and assistance to the ineligible household member will directly result in: (1) a significant and demonstrable adverse impact on the health or safety of such spouse, parent, or child; (2) a significant and demonstrable adverse impact on the continued existence of the family unit of which such spouse, parent, or child is a member; or (3) any other impact that the displacing agency determines will have a significant and demonstrable adverse impact on such spouse, parent, or child.³⁶

b. Calculation of Replacement Housing Payment: The amount of the replacement housing payment is 42 times the difference between the base monthly rent and utilities for the displacement dwelling (the dwelling from which the tenant is being displaced) and the lesser of:

Individuals displaced from a **mobile home** are entitled to receive replacement housing payments to the same extent and subject to the same requirements as individuals displaced from a conventional dwelling.³⁷ For details specific to individuals displaced from mobile home parks, see 49 C.F.R. Part 24, Subpart F, Sections 24.501 through 24.503.

(i) the monthly rent and estimated average monthly cost of utilities for a comparable replacement dwelling, and ³⁷

(ii) the monthly rent and estimated average monthly cost of utilities for the decent, safe, and sanitary replacement dwelling actually occupied by the displaced person.³⁸

If available, at least 3 comparable replacement dwellings will be examined and the payment will be calculated on the basis of the dwelling most nearly representative of and equal to, or better than, the displacement dwelling.³⁹ To the extent possible, comparable replacement dwellings must be

chosen from the same neighborhood as the displaced dwelling or, if that is not possible, a nearby or similar neighborhood where housing costs are the same or higher.⁴⁰

If two or more occupants of the displacement dwelling move to separate replacement dwellings, each occupant is entitled to a reasonable pro-rated share, as determined by the Agency, of any relocation payments. But, if the Agency determines that two or more occupants maintained separate households within the same replacement dwelling, the occupants are entitled to separate relocation payments.⁴¹

The Uniform Act provides a total relocation payment of up to **\$31,000 for owner-occupants who have lived in their units for at least 90 days** before receiving the notice informing them of the impending acquisition and displacement and who purchase their replacement dwelling within 1 year of receiving the notice of acquisition.⁴³ Note: The cap used to be \$22,500 and the length of prior occupancy used to be 180 days prior to the 2012 amendments to the Uniform Act.

A tenant eligible for a replacement housing payment of up to \$7,200 may elect to apply such payment to a down payment on the purchase of a decent, safe, and sanitary replacement dwelling and other incidental expenses pursuant to the purchase.⁴²

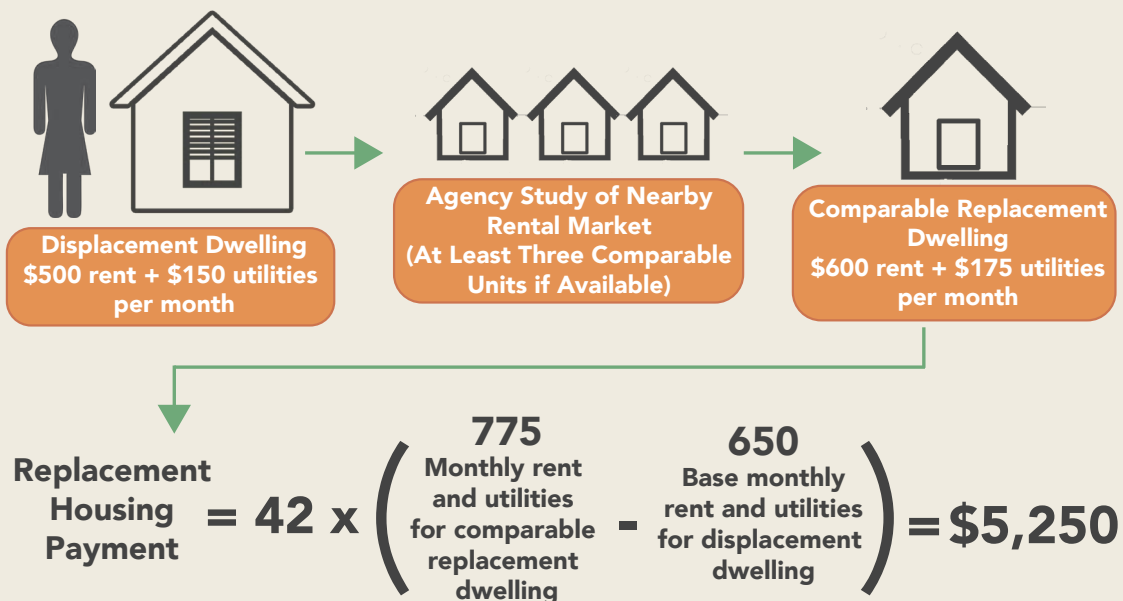
Relocation payments received under the Uniform Act are not considered income for federal income tax purposes nor are they considered income for determining eligibility for any federal assistance, except for federal affordable housing assistance.⁴⁴

c. Inspection of Replacement Dwelling:

Before making a rental assistance payment, the Displacing Agency, or its designated representative, must inspect the replacement dwelling and determine whether it is a decent, safe, and sanitary dwelling.⁴⁵

Sample Replacement Housing Payment Calculation Under the Uniform Act

Ms. Martinez had been paying \$500 per month in rent and \$150 per month in utilities for the apartment that she lived in until the Agency purchased the apartment using federal funds. The Agency conducted a study of the nearby rental market and determined that a comparable and decent, safe, and sanitary replacement unit was available to rent for \$600 per month. The Agency estimated the average monthly utility costs for the replacement unit to be \$175 per month. The total rental assistance payment for Ms. Martinez is \$125 per month for a 42-month period, for a total of \$5,250. In this example, Ms. Martinez's entitlement falls beneath the ceiling of \$7,200 so she can receive the full \$5,250.



In contrast, if Ms. Martinez's estimated comparable monthly rental expenses were \$700 per month and her average monthly utility costs were \$200 per month, the total replacement assistance she would receive would be \$7,200 because she would hit the cap. Specifically, the difference in rent and utilities would be \$250 per month (\$900 per month minus \$650 per month). Multiplying this by 42 is \$10,500, which exceeds the \$7,200 cap.

d. Last Resort Housing Assistance: When a project cannot proceed on a timely basis because comparable replacement dwellings are unavailable within the monetary limits for owners and tenants, the Displacing Agency must itself provide comparable replacement housing. This commonly used option is referred to as **last resort housing assistance**.⁴⁶ The bottom line is that no person can be made to move from their dwelling unit on account of displacement resulting from a federally-funded project unless comparable replacement housing has been made available to them.⁴⁷ Under the Last Resort Housing Assistance

option, the Displacing Agency may provide a replacement housing payment in excess of the statutory maximums of \$7,200 for tenants and \$31,000 for owner-occupants.⁴⁸ The Displacing Agency may purchase an existing comparable replacement dwelling and make it available to the tenant; purchase land and construct a comparable replacement dwelling; or purchase and rehabilitate an existing dwelling to make it comparable to the displacement dwelling.⁴⁹

(3) Moving costs. Displaced persons are eligible for their actual, reasonable, and necessary moving expenses for moving personal property.⁵⁰ Eligible moving expenses include:

- transportation up to 50 miles for the displaced person and personal property;
- packing and unpacking of personal property;
- disconnecting and reinstalling relocated household appliances and other personal property;
- storage of personal property;
- insurance for the replacement value of the property being moved;
- replacement value of property lost, stolen, or damaged in the process of moving.⁵¹

Actual, reasonable, and necessary moving expenses for moving personal property may be determined based on the cost of one, or a combination, of the following methods:

- a. **Commercial move:** a move performed by a professional mover.
- b. **Self move:** a move performed by the displaced person using one or a combination of the following methods:
 - (i) **Fixed Residential Moving Cost Schedule** as determined by the Fixed Residential Cost Moving Schedule approved by the Federal Highway Administration and published periodically in the Federal Register.⁵³
 - (ii) **Actual moving costs** incurred by the displaced person, supported by receipts.⁵⁴

A person displaced from a **mobile home** is also eligible for his or her actual, reasonable, and necessary moving expenses.⁵² For details specific to individuals displaced from mobile home parks, see 49 C.F.R. Part 24, Subpart F, Sections 24.501 through 24.503.

Relocation Assistance Claims Process

Displaced individuals are required to file their claims for relocation payments and moving expenses with the Displacing Agency **no later than 18 months** after the date of displacement.⁵⁵ The Relocation Agency must waive this time period for good cause.⁵⁶

General requirements for claims:

- The claim by the Displaced Person must be supported by **documentation of expenses** incurred, such as bills.⁵⁷

- The Displacing Agency is required to **review claims expeditiously and promptly inform claimant** of any other documentation that is required.⁵⁸
- **Payment for a claim must be made as soon as feasible** following receipt of the documentation supporting the claim.⁵⁹
- **Denial of part or all of a claim:** If all or part of a claim is denied or not considered based on untimely filing or other grounds, the Displacing Agency must promptly notify the claimant in writing of its determination, the basis for its determination, and the procedures for appealing that determination.⁶⁰
- If a person demonstrates the need for an **advanced relocation payment** to avoid or reduce hardship, the Displacing Agency should issue the payment, subject to whatever safeguards are needed to ensure the objective of the payment is met.⁶¹
- **Waiver of benefits:** A Displacing Agency cannot propose or request that a Displaced Person waive his or her rights to relocation assistance and benefits under the Uniform Act.⁶² However, a Displacing Agency may accept a written statement from the Displaced Person stating that they have chosen not to accept some or all of the payments or assistance to which they are entitled. Any such written statement must clearly show that the Displaced Person is aware of the benefits that they are entitled to receive (a copy of the Notice of Eligibility which was provided may serve as documentation) and specify which assistance or payments the Displaced Person has chosen not to accept. The written statement must be signed and dated and may not be coerced by the Displacing Agency.⁶³

Appeals Process

Displaced Persons can submit a written appeal if they believe that the Displacing Agency has failed to properly consider their application for assistance, including an eligibility decision and a decision about the amount of assistance provided.⁶⁴ The Displacing Agency can set a deadline for submitting an appeal, but it cannot be less than 60 days after the Displaced Person receives notification of the Displacing Agency's determination.⁶⁵ Displaced Persons have a right to hire their own legal counsel to represent them on this matter and also have a right to review their files.⁶⁶ The agency official reviewing the appeal cannot be someone who was directly involved in the initial decision.⁶⁷ Once the agency reviews the appeal, it must make a written determination and give a copy of the determination to the person being displaced as well as inform them of their right to seek judicial review.⁶⁸

Note: The relocation assistance available under the Uniform Act does not extend to individuals who used to live in the property but were lawfully evicted prior to the notification that triggers eligibility for relocation assistance. As a result, property owners are incentivized to evict tenants in order to decrease their relocation assistance commitments. Advocates need to watch out for improper evictions. The regulations implementing the Uniform Act (42 U.S.C. § 24.006) include this helpful guidance:

Tenants

Tenants are eligible for relocation payments and other assistance under the Uniform Act unless the Agency determines that:

1. the person received an eviction notice prior to the initiation of negotiations and was subsequently evicted as a result of that notice; or
2. the person was evicted after the initiation of negotiations for serious or repeated violation of materials terms of the lease; and
3. in either case, **the eviction was not undertaken for the purpose of evading the obligation to make available the payments and other assistance due to the tenant under the Uniform Act.**

Links to Helpful Resources Explaining the Uniform Act

The [Uniform Act](#), codified at 42 U.S.C. 4601, et seq., was amended most recently in 2012. The government regulations that implement the Uniform Act are found at 49 C.F.R. Part 24. **Note:** As of 2018, these regulations had not yet been updated to reflect the changes to the replacement housing payments under the 2012 amendments to the Uniform Act.

HUD Handbook 1378 provides HUD-specific policy and guidance for implementing the Uniform Act when HUD funds are being used for any part of the development: <https://www.hudexchange.info/resource/310/hud-handbook-1378-tenant-assistance-relocation-and-real-property-acquisition/> Note: Some details in the HUD Handbook 1378 have not yet been updated to reflect the 2012 amendments to the Uniform Act.

The U.S. Department of Transportation (designated as the lead agency for implementation of the Uniform Act) has produced this helpful summary of the law: Your Rights and Benefits as a Displaced Person Under the Federal Relocation Assistance Program, updated October 2014

English Version: https://www.fhwa.dot.gov/real_estate/publications/your_rights
Spanish Version: https://www.fhwa.dot.gov/real_estate/publications/your_rights_esp/index.cfm

This guide lists relocation resources for displaced nonprofit organizations, business owners, and farmers:
https://www.fhwa.dot.gov/real_estate/uniform_act/relocation/

This is a link to trainings on the Uniform Act, most of which require a fee:
https://www.fhwa.dot.gov/real_estate/training/trta200.cfm

This link is to a publication for the owners of real property being acquired by the federal government (as opposed to the tenants who reside in the property): https://www.fhwa.dot.gov/real_estate/uniform_act/acquisition/real_property.cfm

B. Section 104(d) of the Housing and Community Development Act

Section 104(d) of the Housing and Community Development Act of 1974 and its implementing regulations, found at 24 C.F.R. Part 42, Subpart C, Sections 42.301 through 42.390, provide **relocation assistance benefits**, including relocation advisory services, moving expenses, and replacement housing payments, **to low-income individuals displaced from their affordable rental housing units by projects funded with certain HUD funds**. A low-income tenant displaced from his or her affordable housing unit as a result of a development funded with certain HUD funds may choose to receive relocation assistance under either Section 104(d) or the Uniform Act. Most of the relocation assistance requirements of Section 104(d), including the relocation advisory services and the moving expenses, are the same as the assistance required under the Uniform Act, but there are a few important differences:

Important Differences between Section 104(d) and the Uniform Act

Section 104(d) only applies to **low-income tenants**, defined as households with incomes at or below 80% of the Area Median Income for their geographic area, as determined by HUD. The Uniform Act applies to eligible displaced persons of all income levels.

Section 104(d) only covers **residential tenants**. The Uniform Act covers residential tenants and also homeowner occupants, businesses, nonprofit organizations, and farms.

Section 104(d) requires a **one-for-one replacement of occupied and “vacant occupiable” affordable housing units**.⁶⁹ This requirement means that affordable housing units that are demolished or converted to a use other than affordable housing must be replaced with comparable affordable units on the same site or nearby.⁷⁰ However, a one-for-one replacement is not required if a HUD field office determines that there is an adequate supply of vacant affordable units in standard condition available on a nondiscriminatory basis within the area.⁷¹ The Uniform Act does not have a one-for-one replacement requirement.

The **replacement housing payments under Section 104(d) are calculated slightly differently and are extended for 60 months**, compared to the 42 months of replacement housing payments under the Uniform Act. Under Section 104(d), displaced low-income tenants are eligible to receive replacement housing assistance “equal to 60 times the amount necessary to reduce the monthly rent and estimated average monthly cost of utilities for a replacement dwelling (comparable replacement dwelling or decent, safe, and sanitary replacement dwelling to which the person relocates, whichever costs less) to the ‘Total Tenant Payment.’”⁷² The Total Tenant Payment is the greater of (1) 30% of the tenant’s Adjusted Monthly Income, (2) 10% of the tenant’s Gross Monthly Income, and (3) the housing portion of their monthly welfare payment.⁷³ Under the Uniform Act, replacement housing

payments are calculated based on the lesser of (1) the monthly rent and utility payments of the former housing unit from which the person was displaced and (2) 30% of the tenant's Gross Monthly Income if the tenant is low-income.

Under Section 104(d), a displaced low-income tenant **may be offered a Housing Choice Voucher (formerly known as a Section 8 Voucher) instead of a cash replacement housing payment**, or the tenant may request cash assistance calculated under the Uniform Act instead. While the payments under the Uniform Act are for a shorter period of time, tenants may find it easier to use cash to pay for the rent at their new home than a voucher. If a voucher is provided, the Displacing Agency must provide referrals to comparable replacement housing where the owner is willing to participate in the Housing Choice Voucher Program.

The Uniform Act permits displaced tenants to use their replacement housing payments towards a down payment instead of rent payments if they are interested in purchasing a home. The down payment assistance may be applied to any type of owner-occupied housing. Although Section 104(d) also helps with purchasing a home, assistance under 104(d) is limited to the purchase of cooperative or mutual housing.

Section 104(d) provides assistance to cover the reasonable and necessary cost of any security deposit and credit check required to rent the replacement housing.⁷⁴ The Uniform Act only covers non-refundable security deposits.

Section 104(d) reimburses displaced tenants for actual, reasonable costs incurred in connection with the displacement, including moving expenses and increased housing costs, if: (1) the person must relocate temporarily because continued occupancy constitutes a substantial danger to their health or safety, or (2) the person is displaced from an affordable housing unit and none of the comparable replacement dwelling units that they are referred to qualifies as an affordable housing unit but a suitable affordable housing unit is scheduled to become available.⁷⁵

Under Section 104(d), each recipient of qualifying federal funds (a CDBG grantee, a UDAG grantee, or a HOME participating jurisdiction) must certify that it has in effect and is following a **residential anti-displacement and relocation assistance plan**.⁷⁶ The plan must include the steps that will be taken to minimize the displacement of persons from their homes. The Uniform Act requires Displacing Agencies to plan their federal and federally-assisted programs in a way that recognizes the harms from displacement and includes suggestions for what to include in a relocation survey or study.⁷⁷

Eligibility determinations for relocation assistance and decisions regarding the amount of replacement housing payments may be appealed under Section 104(d), as under the Uniform Act. For Section 104(d) appeals, the first appeal is to the recipient of the federal funds, then to the HUD field office, and then judicial review.⁷⁸

Important Differences between Section 104(d) and the Uniform Act		
	Section 104(d)	Uniform Act
Income Eligibility	Applies only to low-income tenants.	No income restrictions
Tenant Type	Covers residential tenants.	Covers residential tenants, homeowner occupants, businesses, nonprofit organizations, and farms.
One-for-One Replacement	Requires one-for-one replacement of occupied and "vacant occupiable" affordable housing units.	Does not require one-for-one replacement.
Rental Assistance Term	Replacement housing payments are calculated for 60 months.	Replacement housing payments are calculated for 42 months.
Housing Choice Voucher	Displaced persons may be offered a Housing Choice Voucher or may request cash assistance under the Uniform Act.	Housing Choice Vouchers are not offered.
Assistance with Purchasing a Home	Assistance is limited to the purchase of cooperative or mutual housing.	Displaced persons may use their replacement housing payments towards a down payment on any type of owner-occupied housing.
Displacement Planning	Recipients of qualifying federal funds must certify that they are following a residential anti-displacement and relocation assistance plan that includes steps to minimize displacement.	Displacing Agencies must plan their programs in a way that recognizes harm from displacement; includes suggestions for what to include in a relocation survey or study.

[This chart](#) from the HUD Handbook 1378 contains a helpful summary of the differences in the relocation assistance available under the Uniform Act and under Section 104(d). Please note that the amount of replacement housing payments due to tenants is not current in this chart, which reflects the prior \$5,250 ceiling rather than the current \$7,200 ceiling.

III. Rights and Protections for Displaced Families in Texas

Section 21.046(a) of the Texas Property Code, “Relocation Assistance Program,” requires each department, agency, instrumentality, and political subdivision of the State of Texas to provide **a relocation advisory service** for displaced individuals, families, business concerns, farms and ranching operations, and nonprofit organizations **that is compatible with the Uniform Act**.

Advocacy Note: Advocates in Texas can apply pressure on state and local governments to adopt relocation assistance programs and rules that are compatible with the Uniform Act. “Compatible” means equal to and providing no fewer relocation benefits than the Uniform Act. *See the example described below of successful advocacy regarding the Dallas Independent School District’s inadequate relocation assistance policy.*

Texas Property Code, Section 21.046(b), requires that state and local governments, when they displace individuals, businesses, nonprofit organizations, or farming or ranching operations in connection with the acquisition of real property, **pay moving expenses and rent supplements, make relocation payments, provide financial assistance to acquire replacement housing, and compensate for expenses related to the transfer of the property**.

Texas Property Code, Section 21.046(c), requires state and local departments, agency instrumentalities, and political subdivisions that initiate a relocation assistance program to **adopt rules relating to the administration of the program**.

Advocacy Note: Under the Texas statute, the scope of displacement actions that trigger relocation assistance is broader than the scope under the Uniform Act and Section 104(d) because it includes a person who is displaced from her home or business due to code enforcement. For example, if a city code department issues a notice to vacate at an apartment complex, the city’s action should trigger relocation benefits compatible with those under the Uniform Act. Since tenants who are evicted prior to the zoning change might not be eligible for the full relocation assistance benefits, care must be taken to craft a local relocation assistance ordinance in a way that does not permit landlords to evict residents to avoid paying them relocation benefits.

The Texas Department of Housing and Community Affairs has a four-page **“Residential Anti-Displacement and Relocation Assistance Plan”** that details how it will comply with its obligations under the Uniform Act and Section 104(d). The last page includes contact information for staff to contact with questions (<https://www.tdhca.state.tx.us/program-services/ura/docs/RARAP.pdf>).

The Texas Department of Housing and Community Affairs’ website includes an overview of the Uniform Act and Section 104(d) for sub-grantees who receive federal funds from TDHCA under the HOME Investment Partnership Program, Neighborhood Stabilization Program, Section 811 Project Rental Assistance, and National Housing Trust Fund: <https://www.tdhca.state.tx.us/program-services/ura/index.htm>

The same page of the Texas Department of Housing and Community Affairs’ website provides the following contact information for its relocation specialist:

Carmen Roldan, Relocation Specialist
carmen.rolan@tdhca.state.tx.us
(512) 475-2215

The **Texas Department of Transportation’s “Relocation Assistance Booklet”** is a 36-page booklet that explains the relocation assistance available to individuals displaced from their residences and businesses as a result of federally-funded TexDOT projects: [Texas Department of Transportation, Relocation Assistance Booklet:](#)

In addition to covering individuals displaced as a result of an acquisition of property by the state or a political subdivision, the Texas Property Code (Section 21.046(e)) states that a displaced person covered under the state relocation protections includes an individual who moves or discontinues their business, moves personal property, or moves from their home **as a direct result of code enforcement, rehabilitation, or a demolition program.**⁷⁹ By including displacement due to code enforcement, the Texas Relocation Assistance Program is broader than the Uniform Act, which only covers displacement resulting from acquisition, demolition, and rehabilitation.⁸⁰

Advocacy Note: Texas Property Code Section 21.046(d) **forbids a state or local government from authorizing relocation benefits greater than those authorized under the Uniform Act.**⁸¹ Section 21.046(d) should be interpreted to cover the amount of financial relocation assistance provided to displaced individuals, not the scope of displacement actions that trigger relocation assistance benefits.

IV. Sample, Local Relocation Ordinances in Texas

City of Austin Tenant Notification and Relocation Assistance Ordinance

The City of Austin approved its [Tenant Notification and Relocation Assistance Ordinance](#), Ordinance No. 20160901-050 ("the Austin Ordinance"), on September 1, 2016. The Austin ordinance modifies City of Austin Code Chapters 25-1, 25-2, and 25-5. The Austin ordinance covers tenants facing displacement from multifamily buildings with five or more occupied residential units and residents facing displacement who own or rent a mobile home and rent a lot in a mobile home park with five or more mobile homes.

The Austin ordinance expressly **exempts from coverage** dwellings units where relocation assistance is required to be paid to displaced tenants under federal or state law (such as the Uniform Act or Section 104(d)); public housing units; emergency or temporary homeless shelters; and dwelling units demolished due to events beyond the landlord's control, including natural disasters and damage by tenants.⁸¹

The Austin ordinance includes both **notification requirements and a Tenant Relocation Assistance Program**. The notification requirements went into effect on September 12, 2016, and require developers to give impacted residents a minimum number of days' notice of the impending development to allow them to prepare for a move and look for a new home: 120 days for tenants of multifamily buildings and 270 days for mobile home tenants.

The **Tenant Relocation Assistance Program** was implemented by the City of Austin Neighborhood Housing and Community Development Office by Final Rule R161-17.13, adopted on May 22, 2017: <http://www.austintexas.gov/edims/document.cfm?id=277477>.

The Austin ordinance was the result of hard work by tenant advocates in Austin. The University of Texas School of Law Entrepreneurship and Community Development Clinic prepared a report on tenant displacement in Austin that was used to demonstrate the need for a comprehensive relocation ordinance in the City of Austin. Here is a copy of that report: https://law.utexas.edu/wp-content/uploads/sites/11/2015/07/2012-08-ECDC-TENANT_DISPLACEMENT_IN_AUSTIN.pdf.

The **developer tenant relocation fee** part of the Tenant Relocation Assistance Program is not yet in effect and will go into effect after the City Manager completes its nexus study to determine, and recommend to the City Council for adoption by ordinance, the appropriate amount of the tenant relocation fee.

The City of Austin Neighborhood Housing and Community Development Office is charged with implementation of the Austin ordinance, and its website hosts the ordinance, the final program rules, and the required tenant notification packets and forms in English and Spanish: <http://austintexas.gov/page/tenant-relocation-assistance>

The Four Parts of the Austin Ordinance

1. Notification to Tenants.
2. Tenant Relocation Assistance Program.
3. Developer Fund for Tenant Relocation Assistance.
4. City of Austin Tenant Relocation Fund.

1. Notification Requirements

What Actions Trigger the Notification Requirements? Per Section 25-1-712 and Final Rule 16.2(B)(1), the Notification Requirements are triggered by an application to:

- a. demolish or partially demolish a multifamily building consisting of five or more occupied residential units, specifically a Commercial Demolition Permit Application or a Commercial Building Application; or
- b. approve a site plan or change of use permit for an existing mobile home park; or rezone a property within the Mobile Home Residence (MH) District designation that contains an existing mobile home park, specifically a Consolidated Site Plan Application or Land Use Commission Site Plan Application, a Site Plan Exemption Form, or a Zoning Application or Zoning Amendments Application.

How Much Notice is Required? Per Section 25-1-712 (b), an applicant covered by Section 25-1-712 (a) must provide notification to impacted residents as follows:

- a. **For a multifamily building**, impacted tenants must be notified **at least 120 days** prior to submittal of the application for a building permit or a demolition permit. If notification is provided the same day that the application is submitted, then the application may not be approved any earlier than 120 days after all tenants who are entitled to notice receive notice.
- b. **For a mobile home park**, impacted tenants must be notified **at least 270 days** before submittal of the application to approve a site plan or a change of use permit or a rezoning. If notification is provided the same day that the application is submitted, then the application may not be approved any earlier than 270 days after all tenants who are entitled to notice receive notice.
- c. If an applicant requests an **extension of a demolition permit** for which notification is required under this statute, the applicant must provide **re-notification to tenants consistent with the requirements for a new application**.⁸²

What Notice is Required? Developers are required to use the Tenant Notification Form created by the City of Austin Neighborhood Housing and Community Development Office: http://austintexas.gov/sites/default/files/files/NHCD/Forms/Tenant_Notification_Multifamily.pdf.

Per Section 25-1-712(c), the notification to impacted residents is required to have the following:⁸³

- (1) the applicant's name and contact information;
- (2) a description of the development application;
- (3) a statement that the application may be approved on or after the 120th or 270th day, whichever applies, following receipt of the notice and may result in displacement of tenants;
- (4) a description of any tenant relocation assistance that may be available, including income eligibility requirements and forms for requesting assistance;
- (5) information regarding applicable school district policies relating to district residency requirements;
- (6) information regarding the requirements of state law for the return of security deposits;
- (7) information regarding the availability of fee waivers from Austin Energy for obtaining utility service at a new residence; and
- (8) other information as may be required by the City of Austin Neighborhood Housing and Community Development Office, including programs and services to assist displaced tenants.

The notifications must be in English, Spanish, and any other language required by the City of Austin Neighborhood Housing and Community Development Department.⁸⁴

The notifications must be **delivered directly** to impacted individuals by the developer **or by registered or certified mail** with return receipt requested to all impacted units. The notice must also be posted in a location that is visible to the public until demolition starts or, for mobile home parks, the date that the land ceases to operate as a mobile home park.⁸⁵

Prior to approval of the developer's application, the developer must also complete and submit to the city a **Tenant Relocation Rent Roll Form** that includes the following information: a list of any languages other than English spoken at the property; total number of units from which tenants will be displaced; names and number of people on each lease; and number of bedrooms in each impacted unit.⁸⁶

Proof of delivery of the notice to tenants and the Tenant Relocation Rent Roll Form must be received by the City of Austin Neighborhood Housing and Community Development Office before the developer's application may be approved.

Failure to abide by the notification requirements is an offense punishable by a fine not to exceed \$500 for each day that the developer knowingly fails to deliver the required notice.⁸⁷

2. Tenant Relocation Assistance Program

The Tenant Relocation Assistance Program provides that, depending on the available financing, the following types of assistance may be available to eligible tenants who are being displaced:⁸⁸

- a. **Housing location services** to assist tenants in finding replacement housing or a replacement lot for a mobile home that meets their needs;
- b. **Financial assistance for reasonable relocation and moving expenses** within 50 miles of the multifamily or mobile home park site, including:
 - (i) application fees for replacement housing;
 - (ii) application deposits for replacement housing;
 - (iii) security deposit at replacement housing;
 - (iv) first month's rent at replacement housing;
 - (v) rental of moving truck and movers;
 - (vi) reimbursement for moving materials such as boxes and moving pads;
 - (vii) outstanding utility debt or rental debt, but only through funds available from the City of Austin Tenant Relocation Assistance Fund;
 - (viii) utility connection or disconnection fees or deposits, where these cannot be waived; and
 - (ix) costs specific to moving mobile homes, including: (i) relocation of a mobile home within a radius of 50 miles of the mobile home site, (ii) storage of items while the home is being transported, (iii) mobile home park fees, and (iv) site preparation (including preparing a pad, utility connections, skirting).
- c. **Eligibility:**⁸⁹ To be eligible for financial assistance, a tenant household must:
 - (i) Have a household income at or below 70 percent of the Austin-Round Rock Metropolitan Statistical Area median family income, as determined by the US Department of Housing and Urban Development, if the household resides in a multifamily unit, or 80 percent of the Austin-Round Rock Metropolitan Statistical Area median family income if the household resides in a mobile home or manufactured home unit; and
 - (ii) Maintain primary residence at the property on the date that the application was filed with the City of Austin.

For mobile home tenants, the following eligibility criteria also apply:

- (i) The tenant household must own the mobile home and rent a lot in a mobile home park, or
- (ii) The tenant household must be in a lease-purchase, rent-to-own, seller-financed, or a similar type of agreement for the mobile home, have been making payments in accordance with this agreement for a year prior to the notice of park closure, and be able to work with the owner of the mobile home in which they live to relocate the mobile home.

Advocacy Note: The Austin ordinance directs the City Manager to seek input from stakeholders regarding whether relocation assistance should also be required for some or all “by-right” redevelopment projects that do not require a rezoning or other discretionary approval.⁹¹

3. City of Austin Tenant Relocation Fund

The Austin Tenant Relocation ordinance establishes a City of Austin Tenant Relocation Fund to be used to provide relocation assistance to tenants displaced due to:

- a. development activity that triggered the Notification Requirements, whether or not the developer was required to pay a tenant relocation fee;
- b. emergency orders to vacate based on health and safety concerns;
- c. fire, civil commotion, malicious mischief, vandalism, natural disaster, or other destruction beyond the control of the owner or tenant; and
- d. major repairs or renovations of multifamily buildings.⁹¹

4. Developer Fund for Tenant Relocation Assistance

After the Austin City Manager completes the nexus study and an appropriate developer fee is recommended and adopted by the City Council, developers will be required to pay a tenant relocation fee as a condition of approval of a planned unit development zoning district, rezoning, or other discretionary land use approval that requires approval by the City Council and is reasonably likely to result in tenant displacement.⁹² The fee must be consistently calculated and uniformly applied, but may vary based on number of units, bedrooms, and other objective criteria identified by the nexus study.⁹³ For additional information about the tenant relocation fee, see the Final Rule adopted May 22, 2017: <http://www.austintexas.gov/edims/document.cfm?id=277477>

The tenant relocation fee will be deposited into the **Developer Fund for Tenant Relocation Assistance** and used to provide tenant relocation assistance to eligible tenants at the development or site for which the payment was made.⁹⁴

Helpful Resources for City of Austin Ordinance

City of Austin [Tenant Notification and Relocation Assistance Ordinance](#), Ordinance No. 20160901-050 ("the Austin Ordinance"), adopted on September 1, 2016, codified at City of Austin Code Chapters 25-1, 25-2, and 25-5, found here: [Austin City Code and Land Development Code](#)

Final Rule R161-17.13, adopted May 22, 2017, implementing the Tenant Notification and Relocation Assistance Program: <http://www.austintexas.gov/edims/document.cfm?id=277477>

City of Austin Neighborhood Housing and Community Development Department website: <http://austintexas.gov/page/tenant-relocation-assistance>

City of Austin Neighborhood Housing and Community Development Office report dated July 13, 2018, to the City's Anti-Displacement Task Force, includes a short description of model features from other local ordinances and an update of enforcement activity under the Austin Tenant Notification and Relocation Assistance Ordinance: <http://www.austintexas.gov/edims/document.cfm?id=301879>.

Tenant Notification Form for developers, provided by the City of Austin: http://austintexas.gov/sites/default/files/files/NHCD/Forms/Tenant_Notification_Multifamily.pdf

Tenant Relocation Notice of Intent Certification Form for developers, provided by the City of Austin, includes information about impacted tenants: http://austintexas.gov/sites/default/files/files/NHCD/Forms/Tenant_Relocation_Notice_of_Intent_Certification_form.pdf

Report by The University of Texas School of Law Entrepreneurship and Community Development Clinic on tenant displacement in Austin, used to demonstrate the need for the ordinance: https://law.utexas.edu/wp-content/uploads/sites/11/2015/07/2012-08-ECDC-TENANT_DISPLACEMENT_IN_AUSTIN.pdf

V. Examples of Successful Relocation Assistance Advocacy in Texas

A. Advocacy Related to Inadequate Tenant Relocation Assistance Policy: North Park Terrace Apartments

Background

On October 3, 2017, the Dallas Independent School District (DISD) acquired the North Park Terrace Apartments in order to demolish the 312-unit complex and construct a new elementary school. At the time of the acquisition, the North Park Terrace Apartments was home to hundreds of low-income tenants in Vickery Meadows, a highly diverse, low-income neighborhood in northeast Dallas. The rents at North Park Terrace Apartments were below average for the Vickery Meadows neighborhood and significantly below average for the City of Dallas.

DISD had a Relocation Assistance Plan that offered housing replacement payments that were significantly lower than payments provided under the Uniform Act, and the specific relocation advisory assistance provided to the tenants at North Park Terrace Apartments was also not compatible with the Uniform Act. DISD also implemented its relocation assistance to the tenants in ways that violated Section 21.046 of the Texas Property Code.

With community organizing help from the Texas Tenants' Union and legal assistance from Legal Aid of NorthWest Texas, the tenants association at the property was able to obtain relief from DISD beyond that initially offered to them and beyond the inadequate financial assistance outlined in DISD's Relocation Assistance Plan.

Advocacy Note: It is worthwhile for advocates to look at the relocation assistance plans of local governments, agencies, and school districts to see if the relocation assistance is compatible with the Uniform Act as amended in 2012 as required by the Texas Property Code. It is possible that local relocation assistance plans have not been updated to match the higher replacement housing payments ceilings under the 2012 amendments.

As of 2018, DISD's Relocation Assistance Plan in most ways mirrors the relocation assistance required under the Uniform Act: <https://www.dallasisd.org/cms/lib/TX01001475/Centricity/Domain/14962/Relocation%20Assistance%20Plan%20Manual.pdf>

However, the housing replacement payments offered under the DISD Plan are significantly lower than the payment required by the Uniform Act or provided by other entities, such as the City of Dallas.

Specifically, the DISD Plan caps housing replacement payments for tenants at \$1,200, significantly lower than the

\$7,200 ceiling under the Uniform Act. Similarly, the DISD Plan caps housing replacement payments for owner-occupants at \$10,000, significantly lower than the \$31,000 ceiling under the Uniform Act. Given the rising rents in Dallas, DISD's offered payments were not high enough for most tenants to find comparable housing.

Problems with DISD's Relocation Assistance to Tenants at North Park Terrace Apartments

- Improper Choice of Relocation Advisor.
- Inadequate Notice and Inaccurate Information.
- Incorrect Calculation of Relocation Assistance.

—> Improper Choice of Relocation Advisor:

DISD hired the same third-party group, DFW Advisors, Ltd. Co., to be its owner-representative, property manager, and attorney, and the tenants' Relocation Advisor. Under the Uniform Act, the Relocation Advisor is intended to be a trusted counselor and advisor who can help tenants find replacement housing and other social services. In its role as DISD's Property Manager for the North Park Terrace Apartments, DFW Advisors was incentivized to vacate the complex as quickly and inexpensively as possible. DFW Advisors failed to secure the property or fix unsafe conditions causing many tenants to leave before they could receive their relocation assistance.

DFW's conflict of interest made it hard if not impossible for the tenants to trust their Relocation Advisor. Tenants reported lack of assistance from DFW Advisors in finding replacement housing and lack of consistent information regarding the relocation process and timeline. According to tenant advocates, DFW Advisors did not reach out to the residents to schedule in-person interviews, as required under the DISD Relocation Assistance Plan and the Uniform Act.

—> Inadequate Notice and Inaccurate Information:

Neither DISD nor DFW Advisors sent a written Eligibility Notice at the time of purchase informing the residents of the complex that they would have to move soon and that they might be eligible for relocation assistance under the DISD Relocation Assistance Plan.

No Spanish-speaking relocation advisor was provided even though several residents were Spanish-language speakers. Of the notices that were sent, none of them were in Spanish. The Spanish language version of the Relocation Assistance Plan Brochure contained significant mistakes.

No information was sent to the residents explaining how they could apply to keep their children in the same DISD school after they moved, and the initial notice pressured many tenants to move during the middle of the school year.

—> Incorrect Calculation of Relocation Assistance:

In some situations, DISD incorrectly determined that tenants who were eligible for moving expenses but not replacement housing payments should be denied both,

in violation of both the DISD Relocation Assistance Plan and the Uniform Act. DISD also failed to include the higher cost of utility payments when calculating the replacement housing payments, in violation of both the DISD Relocation Assistance Plan and the Uniform Act.

How Resolved?

With community organizing assistance from Texas Tenants' Union and Interfaith, the tenants formed a tenant association and jointly advocated for and obtained relocation benefits above those offered under DISD's Relocation Assistance Plan. Texas Tenants' Union worked closely with the newly-formed North Park Terrace Tenant Association to formulate a list of concerns and demands. Tenant association members spoke out about their demands at DISD's monthly board meetings. As a result of the advocacy efforts and public pressure, DISD agreed to extend the final relocation date to June, so that families could stay through the end of the school year.

Supawon Lervisit, a Staff Attorney with the Community Revitalization Project at Legal Aid of NorthWest Texas in Dallas, sent a powerful letter detailing all the issues facing the tenants at North Park Terrace Apartments. Appendix 2 sets out the demands of the North Park Terrace Tenants Association.

Legal Aid of NorthWest Texas and Texas Tenants' Union also **waged a successful media campaign**, which led DISD officials to agree to an in-person meeting with over a dozen North Park Terrace Tenant Association members.⁹⁵

As a result of the advocacy efforts of the tenants and their attorney, the North Park Terrace Tenants Association was able to get DISD to agree to meet the higher relocation payment standards offered under the Uniform Act and by the City of Dallas. DISD ultimately agreed to the following, in a letter dated April 20, 2018 (see Appendix 3):

- Modified housing replacement payment cap of \$5,250 and a new minimum housing replacement payment floor of \$1,200.
- Abatement of rent for May and June by \$200 for any unresolved maintenance issues.
- Waiver of all rent penalties accrued by tenants.
- Refund, with proper documentation, of all security or pet deposits and all improper towing charges.
- Payment of moving expenses based on receipts or fixed moving estimates up to \$694.80 for a one-bedroom apartment and \$858 for a two-bedroom apartment.
- Extension of relocation advisory assistance through July 1, 2018.

In addition, DISD agreed to provide Spanish-English translation and interpretation services, to provide additional school transfer advisory services, and to directly connect tenants with social services resources provided by the City of Dallas.

Lessons Learned

—> Landlord-Tenant Issues:

It was hard to advocate for the tenants who had already moved away from North Park Terrace Apartments complex due to the poor living conditions and security. The relief ultimately obtained was for the group of tenants at the property. Advocacy is needed to protect tenants under Texas landlord-tenant law to prevent improper evictions and premature departures, and to ensure compliance with landlord obligations concerning housing conditions, repairs, and security deposits. As tenants start to move out and vacancies appear at the property, crime and vandalism can increase. Pressuring the owner to maintain good security and safety measures at the property is important to enable the tenants to stay and receive their relocation assistance.

Important Lessons Learned:

- Help tenants stay at the impacted property so that they can obtain the relocation benefits that are due to them.
- Advocacy is needed to protect tenants under Texas landlord-tenant law to prevent improper evictions and premature departures and to ensure compliance with landlord obligations concerning housing conditions, repairs, and security deposits.

—> Relocation Advisor:

The third-party relocation advisor plays a critical role in delivering relocation assistance to tenants. DFW Advisors was not the right group because of its relationship with DISD as the landlord. Examples of organizations that would serve as a better Relocation Advisor include well-regarded non-profit organizations and an experienced, bilingual Realtor who knows the local housing inventory and community needs. It is critically important for the Relocation Advisor to assist tenants in their native language to understand the relocation process, to claim their relocation

benefits, and to access other helpful social services. The August 2012 Tenant Displacement in

Austin Report by The University of Texas School of Law Entrepreneurship and Community Development Clinic recommends that a city require developers to hire relocation advisors from a list of qualified candidates pre-screened by the city.

—> Learn About Displacement Early:

The tenants at the North Park Terrace Apartments brought their notification letters to Legal Aid of NorthWest Texas, which is how the legal aid lawyers first learned about the acquisition and pending displacement. It is important for advocates to learn about the impending displacement as soon as possible to help ensure that tenants who are eligible for relocation assistance access the assistance before they move out.

B. Advocacy for Specific Relocation Benefits Beyond Federal Requirements: Oak Creek Village

Background

Oak Creek Village was a 170-unit, federally-subsidized multifamily rental property in a high opportunity neighborhood in Central-South Austin that underwent a major rehabilitation project in 2012. The private owner of the property, Travis Heights, LP, was required to comply with the Uniform Act because of the federal funds being used for the renovation. The City of Austin Tenant Notification and Tenant Relocation Assistance Ordinance did not go into effect until September 1, 2016, so was not at play. In order to redevelop the property with the density and features that the owner wanted, the owner needed to ask the City of Austin for a rezoning of the property from MF-3-NP to MF-6-CO-NP. The rezoning request, which required support from the local neighborhood association and the City Council, gave the tenants additional leverage.

With legal assistance from Texas RioGrande Legal Aid and community organizing assistance from Austin Interfaith, the tenants were able to form a tenant association and jointly advocate for and obtain relocation benefits above the basic minimum benefits required under the Uniform Act. The tenants used the leverage available to them under the requested zoning change to ask the owner for additional relocation benefits. The agreement was memorialized in a Declaration of Covenants, Conditions, and Restrictions that was recorded in the deed records for Travis County. After the renovations, the property was renamed Lucero/Oak Creek Village.

The tenants and their advocates were able to negotiate a good detailed agreement that gave the tenants many of the specific benefits that they requested, including:

1. The final project includes 170 units of affordable housing onsite at the same affordability levels and with the same bedroom types as the 170 units existing prior to the renovation, plus an additional 3 affordable 1-bedroom units with rents no greater than 60% of the Median Family Income. All 173 units are guaranteed to remain affordable for a minimum of 35 years, and the owner also agreed to take all commercially reasonable steps possible to renew and continue the federal rent assistance at the property for the 170 units for a minimum of 35 years.
2. During the renovation, the owner agreed to make every commercially reasonable effort to prevent a tenant from being relocated more than once.
3. The owner agreed not to charge tenants whose units were being rehabilitated or demolished for any incidental physical damage by the tenant or for any minor cleaning needed in the unit.
4. The owner agreed not to charge impacted tenants additional security deposits.
5. In compliance with the Uniform Act, the owner agreed to provide each tenant:
 - (i) a copy of its Relocation Plan and a 90-day notice prior to relocation;

- (ii) the opportunity to inspect at least one appropriately-sized unit within a reasonable distance of the property prior to relocation;
 - (iii) a replacement unit that did not exceed the cost of the current unit in rent, utilities, and any other fees, or provide payments covering the difference in such costs;
 - (iv) moving services or a stipend to cover moving expenses;
 - (v) reimbursement for reasonable relocation costs if the tenant declined the replacement unit offered by the owner;
 - (vi) reasonable transportation (or an allowance covering the cost of reasonable transportation) to and from schools and work;
 - (vii) the ability to maintain attendance in the same public schools by employing every commercially reasonable effort; and
 - (viii) the first right of return to the property in a unit of appropriate size and not exceeding the tenant's current rent, utilities, and other fees.
6. The owner agreed to provide 40 hours per week of safety patrol services for the property.
 7. The owner agreed to pay for a minimum of 20 hours per week of after-school activities for school-aged children and seniors and to provide the tenants with free access to a community center on the property.
 8. The owner agreed to provide \$5,000 to Texas RioGrande Legal Aid to reimburse them for their legal expenses and to provide an additional \$5,000 to be placed in trust for future monitoring of the agreement on behalf of the tenant association.
 9. The owner agreed not to lock out a tenant unless subject to a court order, emergency repairs, or abandonment, defined as the tenant completely vacating the unit continuously for 30 days and being past due on rent for two months.
 10. The Declaration of Covenants, Conditions, and Restrictions requires each side to provide the other side with a 30-day opportunity to cure any violation and requires the owner to provide a \$100,000 performance bond to cover any actual damages, exemplary damages, costs, and legal fees incurred by the tenants or tenant association to enforce the agreement.

Legal Documents

- See the nine-page Declaration of Covenants, Conditions, and Restrictions that memorializes the agreement between the parties in Appendix 1.
- Here is a copy of the Bylaws of the Oak Creek Village Tenants Association: <http://www.oakcreekvillage.org/bylaws.html>.

Lessons Learned

- The Uniform Act sets forth basic, minimum requirements. A negotiated agreement can provide more specific

Important Lesson Learned:

- The Uniform Act sets forth basic, minimum requirements. A negotiated agreement can provide more specific and enhanced benefits and rights that will directly address the unique needs of the particular community of tenants.

and enhanced benefits and rights that will directly address the unique needs of the particular community of tenants.

- This case is an example of community organizers and legal aid lawyers working side by side with tenants to form a tenant association and advocate for and obtain relocation benefits tailored to the specific needs of the tenants. The advocates negotiated for these additional benefits using the leverage provided to them by the owner's need for a rezoning of the property.

C. 5020 Manor Road

Background

On September 1, 2016, more than 30 tenants living in a 58-unit rental property located at 5020 Manor Road in Austin received notice from the owner of the property informing them that they had until the end of the month to move out. The tenants were on month-to-month leases at the time. On that very same day, the Austin Tenant Notification and Relocation Assistance Ordinance went into effect, requiring developers to give tenants 120 days' notice before the filing of an application for a demolition or building permit that would cause them to be displaced from their homes. The new owner claimed that, because he lived out of town, he was unaware of the notification requirements under the Austin Ordinance.

Once the City determined that the Austin ordinance applied to this property, the City suspended three demolition permits, requiring the owners to comply with the new ordinance. The tenants were provided assistance by Building And Strengthening Tenant Action ("BASTA"), a nonprofit organization in Austin that works alongside tenants to improve their living conditions.

Challenges

- Determining the identity of the owner was challenging because of the web of entities associated with ownership of the property. In addition, the new owner did not live in Austin and had only become the owner in late August.
- The relocation notification requirements in the Austin ordinance are triggered when the owner applies for a demolition or building permit or a change of use permit. It is important that tenants not be forced to leave the property before this date. The Austin City Council passed a resolution on June 28, 2018 (http://www.austintexas.gov/edims/document_cfm?id=301713) that directs NHCD to accept public comment on the possibility of enacting a look back period for eligibility of tenants under the ordinance. Some local relocation ordinances include look back periods requiring notification and relocation assistance for current tenants *and also* tenants who have resided at the property within the look back period, such as the prior six months.

Some local relocation ordinances include "look back periods" requiring notification and relocation assistance be provided to current tenants *and also* to tenants who have resided at the property within the look back period, for example a six-month look back period.

VI. Practice Tips and Resources

A. Summary of Lessons Learned by Advocates Helping Displaced Tenants

Lessons Learned by Advocates Helping Displaced Tenants

1. Research the project to learn what the owner is planning and how it is being funded.
2. Ask the tenants what they want.
3. Reach out to other tenant advocates for help. See the Texas Tenant Resources at the end of this toolkit.
4. Negotiate for a Community Benefits Agreement ("CBA") with the owner.
5. Protect against tenant evictions.
6. Ensure the ongoing safety of the tenants.
7. Understand the details.
8. Understand what it means for tenants if they are given the opportunity to return to the housing.
9. Use public pressure.
10. Partner with local public schools.
11. Address the timing of replacement housing payments.

1. Research the project to learn what the owner is planning and how it is being funded.

Understanding the source of development funds will indicate whether the project falls under the Uniform Act or Section 104(d). Although both federal laws have similar minimum requirements for what is required when tenants are being displaced, there are important differences. Advocates have also been successful in obtaining benefits for tenants after learning that the owner is applying for a zoning change and then negotiating support of the zoning change in exchange for tenant benefits. Advocates have likewise had success negotiating for benefits for one tenants based on the owner's application for a zoning change at a different property.

2. Ask the tenants what they want.

Ask tenants early on what they think about the redevelopment project, whether they want to remain in the property or relocate elsewhere, and what will make the process easier for them.

Examples of questions include:

- What do you like and dislike about living here?
- What are your concerns about the proposed changes?
- Are there any non-English speaking tenants? If so, what languages do they speak?
- Do you want your children to remain in the same school?
 - › If so, would you need assistance with transportation so that your children can continue attending the same school?

3. Reach out to other tenant advocates for help. See the Texas Tenant Resources at the end of this toolkit. Even if these organizations do not serve your geographic area, they may be able to help with advice.

4. Negotiate for a Community Benefits Agreement (“CBA”) with the owner, even if the tenants are statutorily entitled to relocation assistance under federal, state or local law. The CBA can include additional benefits and make the statutory benefits contractually enforceable.

See next section, Provisions that May be Beneficial to Include in a Community Benefits Agreement, for more information on types of provisions that can be included in the community benefits agreement.

5. Protect against tenant evictions. The owner is statutorily responsible for providing relocation assistance only to tenants residing at the property as of the date of notification of future displacement.

If a tenant is lawfully evicted before the notification date, the owner is no longer responsible for providing the full relocation assistance to that individual. To minimize the amount of relocation assistance an owner must pay, the owner may engage in stricter enforcement of housing rules in an attempt to evict tenants. Advocates should consider negotiating for a provision in the community benefits agreement that makes clear that only good cause evictions can be pursued.

6. Ensure the ongoing safety of the tenants.

As tenants leave and units become vacant, the property may become less safe. Advocates can advocate for the owner to pay for and implement additional security measures including but not limited to having a person patrol the property.

7. Understand the details.

The statutory relocation benefits of notification, a relocation advisor, replacement housing payments, and moving expenses are good in general, but the key is the details and understanding how best to meet the needs of displaced tenants. For example, if there are tenants with children in the complex, advocacy may be needed to ensure they are not displaced during the school year.

Another example of how details matter was explained by Minerva Skeith, of Austin Interfaith, during her involvement in the Oak Creek Village redevelopment. The residents requested transportation assistance for their children so that they could remain in their current schools. In response, the relocation agency provided bus vouchers.

Although helpful in some cases, the bus vouchers were mostly inconvenient for the families. Some children would have been required to take 2 or 3 buses to get to school. Other parents preferred to drive their children to school themselves on their way to work. A better solution may have been to ask for gas money or gift cards for gas for those families with cars who were able to drive their children, and taxi vouchers for those families without vehicles.

8. Understand what it means for tenants if they are given the opportunity to return.

Although tenants may have an opportunity to return to the redevelopment site they were displaced from, their rents may be increased or they may face other unexpected increase in costs or other changes. Understand what the tenants can afford and what rent subsidies are available to them in the redevelopment. Try to negotiate with the redevelopment owner for long-term rent caps for the tenants.

9. Use public pressure.

A successful media campaign can create public pressure on the developer or local government to provide the benefits requested by the tenants and their advocates. Also reach out to owners and board members of the development company and ask elected officials to intervene on behalf of the tenants. If a zoning change is required by the owner, tenants and advocates should reach out to their local city council member and also their local neighborhood association to inform them of the impending tenant displacement and ask for their support.

10. Partner with local public schools.

One of the many harmful effects that tenant displacement has on communities is the disruption to local public schools. Public schools receive federal funds based on the number of low-income students in their classrooms. When families with school-age children are displaced from their housing, the students' education is disrupted and the local school can lose federal funds. Good people to contact at the neighborhood schools include the school's principal or assistant principal, Parent Teachers Association ("PTA"), and parent support specialist, who works closely with low-income families to help them with their school and non-school needs.

11. Address the timing of replacement housing benefits.

Neither the Uniform Act nor Section 104(d) require that tenants receive replacement housing payments and other benefits BEFORE they move, since the programs require proof of a decent, safe, and sanitary replacement unit. Advocates should negotiate for tenants to receive certain benefits ahead of time, in preparation for their move, including returning security deposits as soon as possible, waiving or capping the next month's rent, having utility companies waive installation fees, or asking the displacing agency to cover those installation fees. See Sections 1.4 and 1.5 in the Oak Creek Village Declaration of Covenants, Conditions, and Restrictions discussed above.

B. Good Provisions to Include in a Community Benefits Agreement for Displaced Tenants

Provisions to Include in a CBA for Displaced Tenants

1. As much specificity as possible about housing replacement payments, moving costs, transportation, and timing of the payment.
2. A requirement to provide affordable housing in the new development with family-sized units.
3. Description of the appeals process.
4. A requirement to accept various forms of identification.
5. Protections for returning tenants.
6. Requirement to accept tenants who have Housing Choice Vouchers or any other form of government rent subsidy.
7. Notice requirement for future zoning changes.
8. Right to organize and form a tenants' association.
9. Right to return policy.
10. Enforcement rights.

1. As much specificity as possible about housing replacement payments, moving costs, transportation, and timing. Advocates and tenants can and should negotiate for benefits beyond the minimum provided under the Uniform Act and Section 104(d), taking into consideration the specific, unique needs of the particular tenant community. The timing of the payments should also be addressed in the CBA to ensure tenants receive the payments in time to relocate.

2. A requirement to provide affordable housing in the new development with family-sized units. Unless the redevelopment project is funded by a HUD program subject to Section 104(d), the displacing actor does not have a statutory obligation to ensure that the new development has affordable units. An affordable housing requirement can be negotiated as part of a community benefits agreement. If the owner is requesting a zoning change at the property that would increase the value of the property through increased density, for example, the tenants can negotiate for the owner to include affordable housing units in exchange for their support. Any affordable housing requirement needs to specify the level and length of affordability as well as bedroom counts in the affordable units to ensure families with children can return to the development. See Section 1.1 in the Oak Creek Village Declaration of Covenants, Conditions, and Restrictions above.

3. Description of the appeals process. Tenants need to understand their rights to appeal if they disagree with the decision regarding their eligibility for relocation assistance or the amount of their relocation benefits. While appeal is a right under both the Uniform Act and Section 104(d), spelling out the appeal rights in the community benefits agreement is a good idea.

4. A requirement to accept various forms of identification, including drivers licenses, passports, matriculas, and international drivers licenses when determining tenant eligibility for relocation benefits or any other services the owner or landlord may provide for tenants. This broader definition of acceptable identification is especially important for immigrant communities, including undocumented tenants.

5. Protections for returning tenants. A CBA can include a range of enhanced protections for returning tenants and other tenants in the redevelopment, including: caps on rent increases, limits on late fees and a requirement to apply payments first to rents, an opportunity to cure lease violations, and restrictions on lease renewals except for good cause.

6. Requirement to accept tenants with Housing Choice Vouchers or other form of government rent subsidy. Requiring property owners agree to accept vouchers and other rent subsidies can be a critical way to expand affordable housing options for lower-income households.

7. Right to organize and form a tenants' association. Although tenants may already have this right as a matter of statutory law, it's a good idea to include this right in the community benefits agreement, along with details about where the tenants can meet on the property.

8. Right to return policy. A CBA can include a provision giving displaced tenants the right to return to the redeveloped property. Consideration needs to be given to rents at the redeveloped property as well as ensuring the new property includes appropriately sized units that allow for a family with children to reside at the property.

9. Enforcement Rights. Require that the community benefits agreement be publicly recorded as a restrictive covenant that runs with the land and include a right of private enforcement by the local legal aid organization. See Section 3.9 of the Oak Creek Village Declaration of Covenants, Conditions, and Restrictions.

C. Texas Tenant Resources

1. BASTA—Building and Strengthening Tenant Action—is a non-profit project dedicated to helping Austin renters work with their neighbors to improve conditions in their homes and communities. BASTA works with tenant associations throughout Austin to organize their properties to address ongoing concerns—from roach infestations and caving in ceilings to unfair towing, inadequate lighting, and oppressive management. The leaders of these associations have been working tirelessly for safe and healthy homes. Although BASTA's service area is limited to the Austin area, they may be able to provide guidance and advice to tenant associations across Texas and also might be able to connect tenant associations outside Austin with tenant associations in Austin who have experience and advice to share.

Find out more at: www.bastaaustin.org.

2. Austin Interfaith—<http://www.austininterfaith.org>

Austin Interfaith assists its member institutions with community organizing. The

Oak Creek Village Tenants Association is a member of Austin Interfaith, and the tenants at that Association benefitted from the organizing and education that Austin Interfaith was able to provide. Interfaith organizations in other parts of Texas may be able to help with similar types of organizing.

3. Texas Tenants' Union—<https://txtenants.org/>

Texas Tenants Union is a non-profit organization based in Dallas that has been educating and organizing tenants in Texas for over 40 years. TTU provides tenant education workshops and worked closely with the tenants in the North Park Terrace Apartments case discussed above.

4. Legal Aid Organizations, including Legal Aid of NorthWest Texas, Lone Star Legal Aid, and Texas RioGrande Legal Aid, can provide free legal services to tenant associations to assist them in advocating for the relocation advisory services they are entitled to under the law.

5. The August 2012 Tenant Displacement in Austin Report from The University of Texas School of Law Entrepreneurship and Community Development Clinic describes the harms to tenants from displacement, compares tenant relocation ordinances from different cities, and recommends a list of features to include in a local tenant relocation ordinance. The report can be accessed here: https://law.utexas.edu/wp-content/uploads/sites/11/2015/07/2012-08-ECDC-TENANT_DISPLACEMENT_IN_AUSTIN.pdf.

Endnotes

- 1 49 C.F.R. 24.101(a) and (b).
- 2 49 C.F.R. 24.3.
- 3 49 C.F.R. 24.205.
- 4 49 C.F.R. 24.2(a)(1)(ii).
- 5 49 C.F.R. 24.2(a)(13).
- 6 49 C.F.R. 24.2(a)(9).
- 7 49 C.F.R. 24.2(a)(9)(ii).
- 8 49 C.F.R. 24.2(a)(15).
- 9 49 C.F.R. 24.2(a)(6).
- 10 49 C.F.R. 24.2(a)(9).
- 11 49 C.F.R. 24.205.
- 12 49 C.F.R. 24.203.
- 13 49 C.F.R. 24.5.
- 14 *Id.*
- 15 *Id.*
- 16 49 C.F.R. 24.203.
- 17 49 C.F.R. 24.203(c)(3).
- 18 49 C.F.R. 24.203(c)(4).
- 19 49 C.F.R. 24.205(c)(2)(ii).
- 20 49 C.F.R. 24.205(c)(2)(ii).
- 21 49 C.F.R. 24.205(c)(2)(ii)(A).
- 22 49 C.F.R. 24.204(a).
- 23 49 C.F.R. 24.204(b).
- 24 49 C.F.R. 24.205(c)(2)(ii)(B).
- 25 49 C.F.R. 24.205(c)(2)(ii)(E).
- 26 49 C.F.R. 24.205(c)(2)(ii)(D).
- 27 49 C.F.R. 24.205(c)(2)(ii)(F).
- 28 49 C.F.R. 24.205(e).
- 29 42 U.S.C. Chapter 61, Section 4624 (as amended in 2012).
- 30 49 C.F.R. 24.402(b)(3). See also https://www.fhwa.dot.gov/real_estate/uniform_act/acquisition/real_property.cfm at 21, indicating that a lump sum payment is more typical.
- 31 42 U.S.C. Chapter 61, Section 4624(a); 49 C.F.R. 24.402(a).
- 32 See https://www.fhwa.dot.gov/real_estate/uniform_act/acquisition/real_property.cfm at 17.
- 33 49 C.F.R. 24.208(a).
- 34 49 C.F.R. 24.208(c).
- 35 49 C.F.R. 24.208(g).
- 36 49 C.F.R. 24.208(h).
- 37 49 C.F.R. 24.501.
- 38 49 C.F.R. 24.402(b).
- 39 49 C.F.R. 24.403(a)(1).
- 40 49 C.F.R. 24.403(a)(4).
- 41 49 C.F.R. 24.403(a)(5).
- 42 42 U.S.C. Chapter 61, Section 4624(b).
- 43 42 U.S.C. Chapter 61, Section 4623.
- 44 42 U.S.C. Chapter 61, Section 4636; 49 C.F.R. 24.209.
- 45 49 C.F.R. 24.403(b).
- 46 49 C.F.R. 24.404.

- 47 42 U.S.C. Chapter 61, Section 4626.
- 48 42 U.S.C. Chapter 61, Section 4626.
- 49 42 U.S.C. Chapter 61, Section 4626.
- 50 49 C.F.R. 24.30.
- 51 49 C.F.R. 24.301(g).
- 52 49 C.F.R. 24.301(c); 49 C.F.R. 24.501(a).
- 53 https://www.fhwa.dot.gov/real_estate/uniform_act/relocation/moving_cost_schedule.cfm
- 54 49 C.F.R. 24.301(b).
- 55 49 C.F.R. 24.207(d)(1).
- 56 49 C.F.R. 24.207(d)(2).
- 57 49 C.F.R. 24.207(a).
- 58 49 C.F.R. 24.207(b).
- 59 49 C.F.R. 24.207(b).
- 60 49 C.F.R. 24.207(e).
- 61 49 C.F.R. 24.207(c).
- 62 49 C.F.R. 24.207(f).
- 63 49 C.F.R. Appendix A to Part 24, Subpart C – General Relocation Requirements, Section 24.207.
- 64 49 C.F.R. 24.10(b).
- 65 49 C.F.R. 24.10(c).
- 66 49 C.F.R. 24.10(d), (e).
- 67 See 49 C.F.R. 24.10(h).
- 68 See 49 C.F.R. 24.10(g).
- 69 24 C.F.R. 42.375(a).
- 70 24 C.F.R. 42.375(b).
- 71 24 C.F.R. 42.375(d)(1).
- 72 24 C.F.R. 42.350(e).
- 73 24 C.F.R. 236.735.
- 74 24 C.F.R. 42.350(c).
- 75 24 C.F.R. 42.350(d).
- 76 24 C.F.R. 42.325. The recipients to these grants are required to develop a plan that will serve as a planning document and management tool for assessing performance and tracking results. See 24 C.F.R. 91, Consolidated Submissions for Community Planning and Development Programs.
- 77 49 C.F.R. 24.205.
- 78 24 C.F.R. 42.390.
- 79 Texas Property Code Section 21.046(e).
- 80 Texas Property Code Section 21.046(d).
- 81 City of Austin Code Section 25-1-711(B).
- 82 City of Austin Code Section 25-1-712(D).
- 83 City of Austin Code Section 25-1-712 (c)(2).
- 84 City of Austin Code Section 25-1-712(C)(1).
- 85 City of Austin Code Section 25-1-713.
- 86 See Final Rule 16.3(D).
- 87 City of Austin Code Section 25-1-717.
- 88 See Final Rule 16.4(B).
- 89 Final Rule 16.4(C).
- 90 Austin Ordinance, Part 10.
- 91 City of Austin Code Section 25-1-716.
- 92 City of Austin Code Section 25-1-715(A).
- 93 City of Austin Code Section 25-1-714(B)(1)

- 94 City of Austin Code Section 25-1-715(B).
- 95 See Kalthoff, Ken. "Dallas Tenants Complain About Their Landlord, Dallas ISD." NBC DFW, Mar. 30, 2018 (<https://www.nbcdfw.com/news/local/Dallas-tenants-complain-about-their-landlord-Dallas-ISD-478432623.html>); Kuo, Stephanie. "Displaced Apartment Tenants Are Struggling to Relocate after Dallas ISD Bought the Land." KERA News, Apr. 10, 2018 (<http://www.keranews.org/post/displaced-apartment-tenants-are-struggling-relocate-after-dallas-isd-bought-land>); Kuo, Stephanie, "Dallas ISD Strikes Deal with Displaced Vickery Meadow Tenants; Long-Term Questions Remain." KERA News, June 27, 2018 (<http://www.keranews.org/post/dallas-isd-strikes-deal-displaced-vickery-meadow-tenants-long-term-questions-remain>).

APPENDICES

APPENDIX 1: Oak Creek Village Declaration of Covenants, Conditions, and Restrictions (June 26, 2013)

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This Declaration of Covenants, Conditions, and Restrictions (this "Declaration") is made as of the 26th day of June, 2013, by 2007 TRAVIS HEIGHTS LP, a Texas limited partnership ("Declarant" or "Owner"). It is the express intent of the Declarant that this Declaration shall run with the land and is for the benefit of the tenants of the Oak Creek Village Apartments and the Oak Creek Village Tenants Association ("Tenants Association"), its successor association(s) and its members.

RECITALS

WHEREAS, Declarant owns the land described as Lot 1 of Oak Creek Village Subdivision, City of Austin, Travis County, Texas which is the subject of City of Austin Zoning Case No. C14-2013-0020 (the "Property"), located at 2324 Wilson Street, Austin, Travis County, Texas;

WHEREAS, the Property is zoned MF-3-NP;

WHEREAS, Declarant intends to redevelop the Property (the "Project"), and is seeking MF-6-CO-NP zoning from the City of Austin;

WHEREAS, upon the effective date of the rezoning of the Property to MF-6-CO-NP zoning from the City of Austin, and subject to all of the terms and conditions of this Declaration, Declarant has voluntarily agreed to establish certain restrictive covenants, which are described herein, in connection with the redevelopment of the Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all of the terms and conditions of this Declaration, the undersigned agrees to hold, sell and convey the Property subject to the following covenants, conditions, and restrictions, which are impressed upon the Property by this Declaration.

DECLARATION

I. Covenants, Conditions, and Restrictions

1.1 Affordable Housing Required. If the Property is redeveloped in any manner utilizing zoning entitlements exceeding that of multifamily residence medium density (MF-3) (the "Project"), or any regulations available under a zoning category less restrictive than multifamily residence medium density (MF-3), the Project shall incorporate a 170 unit affordable component on-site at the same affordability levels and unit mix (bedroom type) as that existing on-site as of January 1, 2013. An additional three (3) affordable units, one bedroom in size, shall also be provided, with rents of no greater than 60% of Median Family Income for the area as determined by the United States Department of Housing and Urban Development. All affordable housing shall be guaranteed to remain in place by binding legal instruments for a minimum

period of 35 years. The Declarant shall take all commercially reasonable actions to renew and continue the Housing Assistance Payments Contract (“HAP Contract”) with the United States Department of Housing and Urban Development (“HUD”) under substantially similar economic terms and conditions and continue to do so for a minimum period of 35 years (in one or more renewals based upon renewal terms available) for 170 units at the Property. In the event HUD declines to renew the HAP Contract despite the Declarant’s request, but offers an equivalent rental subsidy program under substantially similar economic reimbursement terms and conditions, the Declarant shall take all commercially reasonable actions to ensure an equivalent rental subsidy program for the benefit of the tenants.

1.2 Tenant Organization Recognition and Assistance. The Declarant recognizes the Oak Creek Village Tenants Association operating as the Tenants Association. The Declarant shall pay the Tenants Association each month a total stipend of \$1 for each unit that is rented or available to rent, including units that are temporarily not available to rent during periods of repair or reconstruction. This total stipend shall be divided among tenants associations if more than one legitimate tenant association is formed or created with the division based on the number of members of each tenant association.

1.3 Meetings and Information. The Declarant wishes to have a collaborative and mutually respectful relationship with the tenants and the Tenants Association. The Declarant and the Tenants Association shall conference regularly (at least annually) to discuss matters concerning the property. Declarant will assist the Tenants Association, upon request, in providing notice of such meetings. The first meeting shall occur no later than 30 days after the effective date of the rezoning of the Property to MF-6-CO-NP zoning from the City of Austin. The Declarant shall provide the Tenants Association, upon request, with free access to a photocopier for Tenants Association business, and a physical mail box in the leasing office, community room or other mutually-agreed location for mail and other items from tenants or interested parties.

1.4 Reconstruction and Relocation.

1.4.1 During the period of reconstruction, no tenant shall be required to relocate from a unit without Declarant complying with this Section, unless such tenant is being evicted for a violation of the lease agreement, including but not limited to non-payment of rent.

1.4.2 Declarant shall make every commercially reasonable effort to prevent a tenant from being relocated from a unit more than once.

1.4.3 Declarant shall not impose a charge upon a tenant of a unit that will be reconstructed or demolished for: i) any incidental physical damage to a unit, but may charge for severe damages to a unit or any fixture or appliance thereof; ii) cleaning but may charge for unreasonable amounts of garbage or filth within a unit.

1.4.4 Declarant shall not impose or seek an additional security deposit of a tenant for a reconstructed unit or temporary unit.

1.4.5 The Uniform Relocation Act (The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, or “URA”) applies to the relocation of a tenant because of reconstruction.

Unless the tenant’s lease has been terminated for material noncompliance with the lease (including nonpayment of rent) or is under a current eviction proceeding, in addition to any requirements of the URA, Declarant shall ensure that each tenant to be relocated is:

i) provided a copy of a Relocation Plan and provided 90 days written notice prior to relocation date;

ii) offered the opportunity to inspect the inside and outside of an example of at least one temporary unit of appropriate size within a reasonable distance from the Property (if off-site of the Property) prior to relocation;

iii) offered a unit for purposes of temporary relocation that will not exceed the rent, utilities, or security deposit (or any other fees) currently paid by the tenant (but for changes in income, fair market rent, salary, household or other qualifying factors), unless the Declarant pays for such costs and fees or there is agreement regarding such between the Declarant and tenant;

iv) provided with either the services of a bonded moving company to pack and move the tenant’s personal belongings to a temporary unit or a stipend for such;

v) reimbursed for reasonable costs incurred by a relocated tenant, pursuant to a predetermined schedule, in seeking replacement housing, if the tenant declines a unit offered by the Declarant as part of the relocation plan;

vi) provided reasonable transportation (or an allowance approximating the cost for such) to and from schools, public or private, and work (if the tenant is relocated off-site of the Property and the temporary unit results in a net increase in the cost of transportation);

vii) afforded the ability to maintain attendance in the same public schools by employing every commercially reasonable effort, even if temporarily located in another school attendance zone;

and viii) provided the first right of return to the Property in a unit of appropriate size that will not exceed the rent, utilities, or security deposit (or any other fees) currently paid by the tenant (but for changes in income, fair market rent, salary, household or other qualifying factors).

1.5 Safety and Security. The Declarant seeks to work in a collaborative and mutually respectful manner with the tenants and the Tenants Association to ensure the safety of the Property. The Declarant shall provide for forty (40) hours per week of patrol services for the Property until December 31, 2013, with the amount and quality of such services to be reassessed quarterly after that date. If a consensus is not reached, the Declarant agrees to, at its own expense, select and engages a security consultant to perform an evaluation of the Property’s safety needs and thereafter provide the resulting report to the Tenants Association. The Declarant

will then work towards the reasonable enactment of the recommended safety measures, with the concurrence of the Tenants Association.

1.6 Youth and Senior Social Services/Community Center. The Declarant recognizes the importance of appropriate levels of quality on-site social services and programs. The Declarant shall engage for compensation a qualified organization or individual to coordinate social services programs in support of a minimum of 20 hours per week for youth and senior population of the Property. These programs shall include after school activities designed to accommodate eighty percent (80%) of the school age children residing upon the Property. The social services and programs provided shall: i) exist for the term of the affordable housing provided in Section 1.1, above; ii) be secured by a contract or Land Use Restriction Agreement approved by the Texas Department of Housing and Community Affairs (“TDHCA”); iii) be enforceable by the tenants, the Tenants Association, and TDHCA; and iv) provide services consistent with those identified in Exhibit B or as updated by TDHCA. The Declarant shall provide tenants and the Tenants Association with free access to a Community Center on the Property to be of approximately 1,500 square feet. Preferential treatment for access to the Community Center shall be provided to the Tenants Association.

1.7 Monitoring and Legal Counsel. The Declarant shall provide to Texas Rio Grande Legal Aid, Inc. (TRLA), within 45 days of the effective date of this Covenant, a one-time amount of \$5,000 as reimbursement for attorney fees for the negotiation, consultation and drafting of this Covenant. In addition, the Declarant shall provide to TRLA, within 90 days of the effective date of this Covenant, a one-time amount of \$5,000 to be placed in trust as a retainer for purposes of monitoring compliance with this Covenant on behalf of the Tenants Association (and such funds may be released to TRLA for its use with the consent of the Tenants Association). The Tenants Association agrees that no funds provided under this Section may be utilized for litigation against the Declarant.

1.8 Lockouts, Landlord Liens, Utility Terminations. The Declarant agrees not to utilize, threaten or imply that anyone will lockout a tenant in accordance with Section 92.0081 of the Texas Property Code (or other code section as it may be renumbered), unless the lockout is because of a court order executed by a constable, emergency repairs, or abandonment. The Owner agrees not to perform a landlord lien or threaten to do so. For purposes of this section, the Declarant agrees that “abandoned” or “abandonment” for purposes of this Section and the Texas Property Code means that the tenant has completely vacated the unit for at least 30 days continuously without being occupied by the tenant or any person authorized by the lease and the tenant is past due paying at least two months’ rent. The Owner agrees that it will not terminate electrical or any other utility without a valid court order unless it is for bonafide repairs, or an emergency.

II. Approval; Effective Date

2.1 Approval of the City Applications. Notwithstanding any other provision of this Declaration to the contrary, the agreements of Declarant reflected herein are conditioned upon final approval (i.e., third reading) of the Zoning Case by the City of Austin City Council with no

subsequent appeal and in a form reasonably acceptable to Declarant. This Covenant becomes effective upon the effective date of the zoning ordinance.

2.2 Affirmation of Parties. The Declarant understands and intends that the benefited party to this Covenant be the tenants of the Oak Creek Village Apartments and the Oak Creek Village Tenants Association, its successor association(s) and its members who are entitled to seek specific performance of this Declaration.

2.3 Information to Parties. The Declarant and the Tenants Association shall provide information to each other at regular intervals, including but not limited to corporate resolutions and other governance documents, individuals designated and authorized to act upon their behalf, appropriate tax identification and other related materials.

III. General Provisions

3.1 No Dedication. No provision of this Declaration shall ever be construed to grant or create any rights whatsoever in or to any portion of the Property other than the covenants, conditions, and restrictions specifically set forth herein. Nothing in this Declaration shall ever constitute or be construed as a dedication of any interest herein described to the public or give any member of the public any right whatsoever.

3.2 Notice. The Declarant's address for any notice related to this Declaration is as follows:

Declarant:

2007 TRAVIS HEIGHTS LP,
Attention: Rene O. Campos
3001 Knox Street, Suite 400
Dallas, Texas 75205

with a copy to:

Winstead, P.C.
401 Congress Avenue, Suite 2100
Austin, Texas 78701
Attn: John Philip Donisi

And:

Kirk Standly
Standly and Hamilton, LLP
325 N. St. Paul Street, Suite 3300
Dallas, Texas 75201

Benefited Party:

Oak Creek Village Tenants Association
Ms. Koreena Malone

with a copy to:

Texas Rio Grande Legal Aid, Inc.
4920 N. IH-35
Austin, Texas 78751
Attn: Robert Doggett, Esq.

3.3 Entire Declaration. This Declaration constitutes the entire agreement of the Declarant with respect to the subject matter described herein. This Declaration, once executed and filed of record in the Real Property Records of Austin, Texas, shall not be modified or altered in any respect except by a writing executed by the Declarant and the Tenants Association, its successors or assigns and filed of record in the Real Property Records of Austin, Texas.

3.4 Severability. If any provision of this Declaration shall be declared invalid, illegal or unenforceable in any respect under any applicable law by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. It is the further intention of Declarant that in lieu of each covenant, provision, or agreement of this instrument that is held invalid, illegal or unenforceable, that be added as a part hereof a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may possible and be legal, valid, and enforceable.

3.5 Benefits and Servitudes Running With the Land. The restrictions, benefits and obligations hereunder shall create benefits and servitudes running with the land. Reference to "Declarant" includes the future owners of their respective portions of the Property, including any portions of the Property that may in the future be created as separate tracts pursuant to a replat or resubdivision of any portion of the Property. The singular number includes the plural and the masculine gender includes the feminine and neuter.

3.6 Exculpation. Declarant or any person or entity subsequently acquiring fee or leasehold title to any portion of the Property shall be bound by this Declaration only during the period such person or entity is the fee or leasehold owner of such portion, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons or entities may be released under this Section 3.6, the covenants, conditions, and restrictions in this Declaration shall continue to be benefits and servitudes upon the Property running with the land.

3.7 Termination of Obligations. The covenants, conditions and restrictions imposed upon the Declarant and any successors in interest by Section 1.4 (Reconstruction and Relocation) above, shall be satisfied and terminated upon the issuance of: i) a certificate or certificates of occupancy by the City of Austin for the affordable units (173 total) on the Property as described in Section 1.1; and ii) the execution of a binding legal instrument guaranteeing such affordable housing to remain in place for a minimum period of 35 years, consistent with the requirements of Section 1.1.

3.8 Opportunity to Cure. Prior to pursuing any legal action for enforcement of a violation of a term or terms of this Covenant, a benefitted party shall provide written notice of such violation or potential violation to the Declarant and provide at least 30 days opportunity for the Declarant to respond and cure the potential violation unless the statute of limitations is about to expire, the claim is filed as a counterclaim or defense, the violation cannot be cured, or the violation is causing an emergency situation. If a party files suit without providing the notice and opportunity to cure required by this Section, the Declarant is entitled to an abatement of the case for 30 days to give it an opportunity to cure. Upon the filing a motion to abate authorized by this section, the claimant agrees to stay all further action in prosecution of the case until the time to cure expires or a court authorizes the claimant to proceed after notice and a hearing.

3.9 Security for Performance. Declarant agrees to provide, prior to or upon the effective date, a performance bond of One Hundred Thousand and No/100 Dollars (\$100,000.00) available to be used by tenants or the Tenants Association to pay actual damages, exemplary damages, costs and legal fees, incurred in connection with a violation of Section 1.1 of this Restrictive Covenant. A prevailing party shall be entitled to recover reasonable attorney fees and costs in seeking the enforcement of the provisions of this Covenant from a court of competent jurisdiction. In addition to any other remedies provided by law, if the Declarant violates a provision of this Covenant, the Declarant stipulates that it has caused actual damages to the aggrieved party and the Tenants Association of at least \$25.

3.10 Section Titles Provided for Convenience. The descriptive titles given to sections of this Agreement are provided solely for convenience, are not controlling or indicative of the substance of the Section, and may not be an accurate summary of the rights or duties contained therein.

DECLARANT

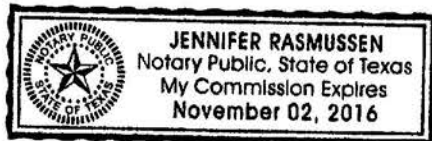
2007 TRAVIS HEIGHTS LP,
a Texas limited partnership

By: 2007 TRAVIS HEIGHTS GP, LLC, a Texas
limited liability company, its general partner

By: R. C. J.
Name: _____
Title: _____
Date: _____

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me this 26th day of June, 2013, by
Rene Campos, the Manager of 2007 Travis Heights, a Texas limited liability company
on behalf of the 2007 Travis Heights LP. GP, LLC



Jennifer Rasmussen
Notary Public, State of Texas

BENEFITTED PARTY

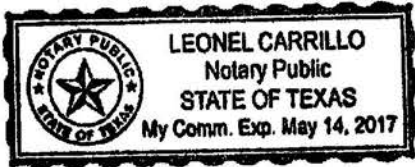
MS. KOREENA MALONE

On behalf of the tenants of the Oak Creek Village
Apartments and the Oak Creek Village Tenants
Association, its successor association(s) and
members.

By: K Malone
Name: Koreena Malone
Title: _____
Date: 6/27/13

STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me this 27 day of June, 2013, by
Koreena S. Mahan, the President of OCVTA, a _____,
on behalf of the OCVTA.




Notary Public, State of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS


DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

June 28 2013 10:21 AM

FEE: \$ 48.00 2013119920

APPENDIX 2: North Park Terrace Association Demands

North Park Terrace Tenant Association Demands

NPTTA presented its concerns and expectations to the Dallas ISD Board of Trustees on February 22, 2018, and to Dallas ISD staff on March 1, 2018. A negotiated relocation agreement that addresses the group's concerns is necessary to ensure that tenant families are not put at risk of homelessness and to mitigate the harmful effects caused by the displacement. NPTTA's demands are summarized below.

1. Dallas ISD must immediately increase the payments offered to displaced tenants, including those who have already left. At minimum, the amount should be equal to the payment amounts tenants would receive under the City of Dallas ordinance or the URA. Households with special circumstances should be able to apply for additional assistance.

2. Dallas ISD must immediately hire an experienced, bilingual relocation advisor for tenants. He or she should be bilingual (Spanish/English), unaffiliated with DFW Advisors or the property manager, have experience working with low-income tenants, and know the community. He or she should be willing to identify properties that meet the specific tenants' needs; identify apartment complexes that have no vacancies but are still accepting applications; negotiate lease terms and fees; provide transportation to tenants with mobility issues to view apartments; inspect apartments to verify they are in livable condition; and work with social service, community, and nonprofit organizations to address other concerns tenants may be facing.

3. Dallas ISD must provide relocation assistance payments in advance of the tenants' move and remove its burdensome requirements for obtaining payments. Many tenants have limited incomes and do not have the cash flow to pay the relocation costs out of pocket. The sooner tenants can receive the payments, the less the financial burden of relocation. Specifically, Dallas ISD should:

- a. Provide the payments directly to tenants, unless a tenant requests otherwise;**
- b. Provide moving expense payments immediately upon verification of tenant eligibility; and**
- c. Immediately refund deposits to all displaced tenants; and**
- d. Provide rental assistance supplements to tenants when they show proof they qualify for a new apartment, not after they sign the lease**

4. Dallas ISD must either fully repair all unsafe and harmful condition on the property or abate rents to account for the diminished value of the units.

5. Dallas ISD must extend the time for tenants to apply for relocation assistance. Tenants should have the same amount as time as they would under the URA or City of

Dallas ordinance - one year from date of displacement to find decent, safe and sanitary housing and another six months to file a claim.

6. Dallas ISD must stop all eviction proceedings until at least 30 days after June 30, 2018, except for situations where a tenant substantially interferes with the landlord or other tenants at the property.

7. Dallas ISD, in conjunction with the City of Dallas, must offer displaced tenants the “Right to Return”. Tenants should receive priority for any new affordable housing units in the neighborhood funded by the Vickery Meadow TIF District or other government-supported programs

APPENDIX 3: Letter from Michael Hinojosa, Superintendent of Schools, Dallas Independent School District, to Tenants of North Park Terrace Apartments (April 20, 2018)

MICHAEL HINOJOSA, ED.D.
SUPERINTENDENT OF SCHOOLS



April 20, 2018

[Tenant]
North Park Terrace Apartments
8650 Park Lane, Apt ??
Dallas, TX 75231

Via Certified Mail, Return
Receipt Requested

Re: Modified Relocation Assistance Payment Offer

Dear [Tenant],

As you are aware, the Dallas Independent School District (Dallas ISD) purchased the North Park Terrace Apartment complex (North Park Terrace) on October 3, 2017, in order to demolish the existing structures and construct a new school for the Vickery Meadows neighborhood. Even though this has been a difficult ordeal for you, please understand that a new school will relieve the overcrowding currently occurring at the Jill Stone at Vickery Meadow Elementary School, as well as aid in revitalizing the neighborhood.

With the end result in mind being to open the new school as planned for the 2019 school year, Dallas ISD must vacate the property and start the abatement and demolition process in early summer of 2018. In an effort to expedite the relocation of the remaining tenants into new housing, Dallas ISD through its authorized relocation assistance agent, DFW Advisors Ltd., Co. (DFW Advisors), makes the following modified relocation assistance payment offer to you:

- Dallas ISD offers you a modified relocation assistance payment of Five Thousand Two Hundred Fifty and No/100 Dollars (\$5,250.00)
- Dallas ISD will deduct from the modified relocation assistance payment any past due rent owed by you
- Dallas ISD will abate your rent for April 2018 by \$200, and your rent for May 2018 by \$200 for any unresolved maintenance issues within the apartments
- Dallas ISD will deduct the reduced April and May rent payments from the modified relocation assistance payment
- Dallas ISD will waive any rent penalties accrued by you
- With proper documentation, Dallas ISD will refund any security/pet deposits and any risk fees paid by you
- With proper documentation, Dallas ISD will refund any improper towing charges incurred by you
- If the balance of the modified relocation assistance payment falls below \$1,200.00 after the deduction of rents owed, Dallas ISD will provide you a minimum One Thousand Two Hundred and No/100 Dollars (\$1,200.00) modified relocation assistance payment
- Dallas ISD will pay your moving expenses based on your receipts or based on fixed moving estimates up to \$694.80 for a single bedroom apartment, and \$858.00 for a two-bedroom apartment, or provide moving services to you
- Dallas ISD will continue to provide you with relocation advisory assistance until July 1, 2018
- Upon request, Dallas ISD will provide you with a letter you can present to a prospective landlord, indicating Dallas ISD is providing you with a relocation assistance payment, and is willing to make a direct payment to the landlord for the initial deposits/fees necessary for you to secure a lease; After verifying the initial deposits/fees amount, Dallas ISD will either (1) provide direct payment to the prospective landlord, or (2) give to you the check made out to the prospective landlord to deliver in person
 - The direct payment to a landlord cannot exceed your modified relocation assistance payment balance after rents owed are deducted

- Prior to receiving the remaining balance of the modified relocation assistance payment you must execute a Release of Claims and turn in all keys to the apartment
 - DFW Advisors will contact you to review the modified relocation assistance payment calculation
- You must agree to vacate the premises by May 31, 2018
 - DFW Advisors will verify that the apartment has been vacated
- If you move out and turn in your keys prior to April 30, 2018, Dallas ISD will not charge rent for May and will not deduct the May rent amount from your modified relocation assistance payment
- If you move out and turn in your keys between May 1 and May 31, 2018, Dallas ISD will prorate your rent payment for May (based on the rent-abated amount)
- You must indicate your acceptance of this offer by signing this offer letter where indicated below, and returning the signed offer letter by May 1, 2018 to DFW Advisors. You may deliver the signed offer letter by one of the following methods below:
 - The letter may be dropped-off or mailed to the following address:

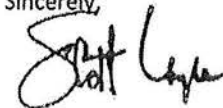
DFW Advisors. Ltd Co.
4600 Greenville Avenue, Suite 150
Dallas, TX 75206
Attn: Andrew Winklemann; James L. Falvo
 - The letter can also be emailed to andrew@dfwa.net, faxed to (214)750-9908, or dropped-off at the North Park Terrace Leasing Office to the attention of Ms. Ana Rocha or Ms. Nora Medrano

If Dallas ISD does not receive your signed offer letter by May 1 2018, it will begin the eviction process on May 2, 2018. If Dallas ISD receives your signed offer letter by May 1, 2018, but you fail to vacate the premises by May 31, 2018, Dallas ISD will begin the eviction process on June 1, 2018.

If you accept this offer and have a child in a Dallas ISD school, you have until June 15, 2018 to vacate the premises. If you do not vacate the premises by June 15, 2018, Dallas ISD will begin the eviction process on June 16, 2018.

If you have any questions about this modified relocation assistance payment offer, please contact Andrew Winklemann at (214) 750.9898.

Sincerely,



Scott Layne
Deputy Superintendent of Operations
And Chief Operating Officer

Offer Acceptance:

By my signature below, I hereby indicate that I have read and completely understand the Modified Relocation Assistance Payment Offer being presented to me in this letter and I accept and understand all of its terms and conditions.

Executed this _____ day of May, 2018.

(Print Name)

(Signature)