

# Qualification Criteria

## Effective December 30, 2021

Welcome to our community. Before you apply to rent a unit, please take the time to review these criteria. Please note that these are our current rental criteria; nothing contained in these requirements shall constitute a guarantee or representation by us that all residents and occupants currently residing in our community have met these requirements. There may be residents and occupants that have resided in our community prior to these requirements going into effect; additionally, our ability to verify whether these requirements have been met is limited to the information we receive from the various resident credit reporting services used.

We are an equal housing opportunity provider. All applications will be judged without regard to any individual's race, color, religion, sex, disability, familial status or national origin. These criteria outline the requirements that determine an applicant's basic eligibility for rental, including any preferences or restrictions for resident selection, and requirements applicants must meet to be eligible for tenancy. These criteria will be applied uniformly and in the manner consistent with all applicable law, including the Texas and Federal Fair Housing Acts, and the Federal Fair Credit Reporting Act, program guidelines.

The Owner will make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford persons with disabilities equal opportunity to use and enjoy a dwelling. If you have a request for an accommodation, please feel free to ask the management office and we will promptly respond to your request within 7 days.

- 1. INCOME:** The minimum income requirement is 3 times the monthly rent. (See Leasing Agent for Explanation)
- 2. EMPLOYMENT:** The current 2 months of consecutive check stubs must be provided and a verification of employment may be obtained. Additional check stubs may be required. All check stubs must show complete pay periods. If not employed, unearned income is acceptable. Documentation of such income is required. Forms of unearned income include, but may not be limited to, social security benefits, disability benefits, unemployment benefits, TANF, child support, recurring cash contributions, etc.
- 3. RENTAL HISTORY:** All rental history will be verified. Negative rental history includes: payments made to a housing provider, mortgage company, or lender that are late more than 15% of the length of residency, Evictions, Broken Leases, and balances owed (Exception: balances under \$200 must be paid off in full prior to approval.) Negative rental history that includes residents that are currently or have been previously asked to move (except for the eviction condition listed below), have physical damages greater than \$1000.00, or have more than 3 lease violations WILL NOT be approved regardless of the age of the occurrence. Any lease violations that reflect violent or aggressive behavior toward staff or residents WILL NOT be approved regardless of the number of violations.

Negative Rental history under 12 months will not be accepted.

Negative Rental History older than 12 months will be accepted under the following circumstances and conditions:

Payments made late more than 15% of the length of residency will require an additional \$500 deposit.

One broken lease, eviction (foreclosure is considered an eviction) for non-payment of rent and balance owed requires an additional deposit of one month's rent. (See exceptions below)

- a. Any balances owed to other rental communities more than \$200 will be considered negative rental history and require an additional deposit of one month's rent.
- b. Any balances owed to other rental communities less than \$200 will be required to be paid off.
- c. Balances previously paid in full, less than \$200, will not require an additional deposit.
- d. Balances previously paid in full, greater than \$200 and older than 1-year, will require an additional \$500 deposit.

No rental history is accepted with an additional \$500 deposit. Rental history must be from a rental community/real estate company.

- 4. CRIMINAL HISTORY:** A criminal history will be completed on each applicant. (Applicant is defined as anyone who is 18 or older wishing to reside in the apartment).
  - Applicant(s) must not have a criminal history that reflects any prior felony convictions or deferred adjudication for **felony offenses within the last twenty (20) years.**
  - **Any applicant with more than 1 felony conviction or deferred adjudication for felony offenses will be denied regardless of the time frame. Any combination of a felony conviction or deferred adjudication for felony offenses with any class A misdemeanor conviction or deferred adjudication will be denied regardless of the time frame.**
  - Applicant(s) must not have a criminal history that reflects any prior class A misdemeanor convictions or deferred adjudication for **class A misdemeanor offenses within the last ten (10) years.**
  - **Any applicant with more than 1 class A misdemeanor conviction or deferred adjudication for a class A misdemeanor will be denied regardless of the time frame. Any combination of a class A misdemeanor conviction or**

**deferred adjudication with a felony conviction or deferred adjudication for felony offenses will be denied regardless of the time frame.**

- Applicant(s) must not have a criminal history that reflects any prior class B misdemeanor convictions or deferred adjudication for class B misdemeanor offenses within the last five (5) years.
- Applicant must not be subject to a lifetime registration requirement pursuant to Chapter 62 of the Texas Code of Criminal Procedure or any other state's sex offender registration program.

**The following criminal conviction will be permanently denied/excluded:**

- Capital Murder or Murder/Manslaughter
- Rape, Sexual Assault or Crimes of Sexual Nature
- Kidnapping
- Arson
- Felony Manufacture of Methamphetamines

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

**5. CREDIT HISTORY:** Negative credit history may result in additional deposits.

**6. APPLICATION FEE:** An application fee of \$50 will be charged to all applicants 18 and older.

**7. APPLICANT(S) MAY BE DENIED OCCUPANCY OR SUBJECT TO ADDITIONAL DEPOSIT REQUIREMENTS FOR THE FOLLOWING REASONS:**

**\*\*\*Falsification of Application (In addition to the denial of the Application, the applicant will forfeit the application deposit pursuant to the Application.)**  
**\*\*\* A credit history showing a delinquency to a housing provider, Mortgage Company or lender may warrant the payment of an additional security deposit in order for the application to be accepted. The names of any third party screening companies will be available upon request.**

**\*\*\*Unacceptable rental profile consisting of defaults, NSF payments, excessive late charges or amounts due previous landlords.**

**\*\*\*Criminal History of Applicant, applicant's children or other occupants who plan to live in the dwelling unit. Unacceptable criminal history shall be defined as having: (i) a conviction or deferred adjudication for a felony or Class A misdemeanor; or (ii) a conviction or adjudication for a Class B misdemeanor when the sentence, probation or deferred adjudication period ended within 5 years from the date of application.**

**7. Occupancy Requirements:**

- 1 Bedroom = 2 occupants + 1 if under 2 years old
- 2 Bedrooms = 4 occupants + 1 if under 2 years old
- 3 Bedrooms = 6 occupants + 1 if under 2 years old

**8. APPLICATION PROCEDURES:** An application will be considered completed once the application forms have been completely filled out and submitted with all appropriate verification documents attached. Once a completed application is submitted, an applicant will be deemed rejected if not accepted within 7 days from the date of submittal.

**9. ANIMAL RESTRICTIONS:** The property requires a \$250 nonrefundable pet fee, per animal. There is also an additional \$10.00/mo. pet rent, per animal. No more than 2 pets per unit. All applicants with animals will be expected to sign an Animal Addendum and comply with all requirements regarding breed, weight and size restrictions and pay all required fees and deposits. A no pet policy, breed, size and weight restrictions and fees and deposit requirements do not apply to assistance animals.

**I HAVE READ AND UNDERSTAND THE ABOVE RENTAL CRITERIA. I UNDERSTAND THAT IN THE EVENT OF FALSIFICATION, MY APPLICATION WILL BE DENIED, AND MY DEPOSIT WILL BE NON-REFUNDABLE.**

APPLICANT \_\_\_\_\_

DATE \_\_\_\_\_

CO-APPLICANT \_\_\_\_\_

DATE \_\_\_\_\_

