



## RENTAL CRITERIA AND QUALIFYING PROCEDURES



06/19/2023

### **All applicants will be reviewed based on the following written criteria:**

Applicants must be 18 year of age or older unless Federal/State Regulations provide for an exception. Any persons under the age of 18 not meeting an exception provided by Federal/State Regulations must occupy an apartment with parent/guardian of legal age. All adult household members 18 years of age or older will be required to complete a separate rental application. Proof of identity will be required for all family members (such as driver's license, state identification card, social security cards, birth certificate, or other identification). Custody of another individual's child requires a copy of a court order granting custody. Non-U.S. Citizens must be able to provide documentation from U.S. Immigration to verify legal entry and residency in the U.S. for the length of the lease term (Form I-34). A Supplemental Rental Application for Non-U.S. Citizens is required to be completed along with the Rental Application for Residents and Occupants.

**Occupancy Standards:** No more than two persons will be allowed per bedroom plus a child who is twelve months old or less at the time of initial lease commencement or lease renewal. If the age of the resident's child causes such occupancy standard to be exceeded during the term of the lease, at the end of said lease term the household must either:

- a) Move to another available unit which has more bedrooms or;
- b) Vacate the residence with proper notice

<u>Bedroom Size</u>	<u>Maximum # of Occupants</u>
One Bedroom	2 Occupants
Two Bedroom	4 Occupants
Three Bedroom	6 Occupants

**APPLICATION FEE/ DEPOSIT:** An application fee must be paid prior to the processing of the application(s) and is Non-Refundable. The application deposit must be paid before an apartment will be held. If you or any co-applicant are disapproved or withdraw your application, your application deposit may or may not be refundable per Page 3 of the TAA Rental Application for Residents and Occupants. **Upon receipt of all required information** your application will be processed within 7 days.

**Application Fees:** \$30.00 PER APPLICANT

### **Security Deposits:**

1 bedroom: \$150.00  
 2 bedroom: \$250.00  
 3 bedroom: \$350.00

### **Eligibility Requirements:**

**INCOME:** Applicants must have verifiable (by check stub or tax return) gross monthly income equal to or exceeds 2.5 times the monthly rental rate. Income may be derived from employment or verifiable sources such as pensions, grants, social security, child support, and alimony. Alimony and child support must be verified through the court system. Roommates must jointly qualify at 2.5 times the monthly rental rate. Out of state applicants must show proof of employment transfer or

proof of future income in Texas. All adult household members who are employed must sign a TDHCA Verification of Employment form giving permission to verify gross anticipated earnings for the next 12 months.

**CREDIT:** A credit check will be completed on all applicants 18 years of age or older and in accordance with federal and state laws. Open bankruptcy within the past three years, outstanding balances owed to a landlord, and outstanding balances owed to a utility company will result in automatic denial. We use a third-party residential screening service. Their scoring model is not a FICO credit score but a scoring system that relies on a neutral network to be a predictor of future behavior. It takes into account rent to income ratio, trade lines with balances and limits, payment history, criminal history, and residential history. Medical and student loans will be excluded. **Derogatory credit may be grounds for requiring an additional deposit of \$400.00 or denial.**

- A score of 526 or higher is approved;
- A score below 526 is approved with an additional deposit.
- If a score is not generated due to not having at least 5 trade lines to analyze or credit length is less than 18months is approved with an additional deposit.

**RENTAL:** All rental references must be in good standing with no evictions or serious lease violations. **Derogatory rental history may be grounds for denying the application or requiring an additional deposit of \$150.00.**

**EMPLOYMENT HISTORY:** Current employment and 12 months of employment history must be verified. **Insufficient employment history of less than 12 months may require an additional deposit of \$150.00 or denial.**

**CRIMINAL History:** Criminal history reports will be obtained on all applicants and occupants 18 years of age or older. Arrest records will not be considered in the screening. Conviction records will be reviewed to determine if the record demonstrates that the household member threatens the health, safety or right to peaceful enjoyment of the premises by other residents. The following behavior or convictions will be reasons for immediate denial:

- If there is a reasonable cause to believe that a household member's illegal drug use or pattern of illegal drug use threatens the health, safety or right to peaceful enjoyments of the premises by other residents
- If any household member has been convicted of drug-related criminal activity for manufacturing or producing methamphetamine on a residential premises or if any household member has been convicted of the illegal manufacture or distribution of a controlled substance
- If any household member is subject to a lifetime registration requirement under a state sex offender registration program.
- If there is reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety or right to peaceful enjoyment of the premises by other residents

Criminal convictions for offenses that are violent, sexual related or property crimes will be considered for denial if the completion of sentence, whether adjudicated or not, occurred within the past 10 years of the rental application as these types of offenses potentially pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents. All other convictions will be considered for denial if the completion of sentence, whether adjudicated or not, occurred in the past 3 years of rental application. Any applicant that is denied based on their criminal history is encouraged to present any mitigating factors or evidence of rehabilitation for consideration.

1. Applicants will not be denied for convictions for bribery, fraud, embezzlement, or theft by check. Applicants convicted of financial crimes, such as those listed above will be required to make monthly rental payments in certified funds for at least 6 months.
2. Applicants on probation, parole, or serving deferred adjudication will be denied in accordance with the foregoing guidelines.
3. If you are denied for criminal activity, you may present written verifiable evidence of mitigating factors or rehabilitation for consideration.

**\*\*\*Maximum Income Limits\*\*\***

1 Person	2 People	3 People	4 People	5 People	6 People	7 People
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\$41,040	\$46,920	\$52,800	\$58,620	\$63,360	\$68,040	\$72,720
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**Rent** – Maximum Rent Limits based on 2022 Area Median Income of \$92,300.

**\*\*\*Maximum Rent Limits\*\*\***

1 Bedroom	2 Bedroom	3 Bedroom
\$982	\$1180	\$1350

**ANIMALS: ALL ANIMALS MUST HAVE MANAGEMENT APPROVAL** and a pet agreement signed. No more than two animals to an apartment. **The following dog breeds will not be allowed (includes any blood line or any part) Pit Bull (Bull Terrier/American Staffordshire Terrier), Rottweiler, Doberman Pinschers, Chow, Cane Corso, Wolf Hybrids.** There is a required pet deposit of \$300 pet deposit plus a \$15 pet rent per month per animal. Aquariums will be allowed with a 20-gallon maximum on the first floor only with proof of insurance for the entire term of the lease. No exotic or poisonous animals are allowed. This policy does not apply to households having a qualified service/assistance animal(s) for a disabled person. A reasonable accommodation request must be submitted to the property manager by the resident or prospective resident requiring a service assistance animal. Service animals will be allowed after third party verification has been received from a medical practitioner.

**RENTER’S INSURANCE:** Residents with Satellite will be required to carry \$200,000.00 in coverage. **Lakeview (Lakeview on Shady Oaks, Inc.)** must be listed as a “Interested party/3<sup>rd</sup> party” on the Declaration page of the policy. Declaration page must be presented before keys will be released for move-ins.

**This Community is committed to DRUG-FREE HOUSING.** The Lease Agreement prohibits criminal activity, including drug related criminal activity on or near our premises.

**Section 8** – All Section 8 Voucher holders are welcome to apply for residency and will be provided the same consideration as all other applicants. All application fees must be paid, and payment received prior to processing applications.

**Violence Against Women Act (VAWA)** – This property operates in compliance with VAWA. An application cannot be denied on the basis that the applicant is covered under the act.

**Waiting List** - When there are more applicants than apartment vacancies at Lakeview Apartments, management will establish and maintain an applicant wait list. The wait list order shall group applicants by the date the application is received in the management office. When an apartment becomes available, the first position applicant on the wait list will be contacted for possible residency. If management is unable to reach the applicant within 24 hours, the applicant will be removed from the wait list. The next position applicant will then be contacted for the vacancy. The applicant is responsible for keeping all contact information current. Any changes to the application such as address or contact information must be made in writing.

Priority for accessible units shall be given to an applicant that requires accessible features or an applicant with a disabled household member that requires accessible features.

The waitlist shall consist of no more than 30 applicants at any time.

**Non-Renewal and/or Termination Notices:** Non-Renewal Notices will be notified in writing with the specific reason(s) for non-renewal with a 30-Day Written Notice that will be delivered by posting the notice on the back of the front door of the unit, or hand delivered to an adult occupant, or by certified mail. Termination notices for all programs will be notified in writing with the specific reason(s) for termination with a Written Notice to Vacate that will be delivered by posting the notice on the back of the front door of the unit, or hand delivered to an adult occupant, or by certified mail.

**Denial of Application** – If your application is denied for any reason, applicant will be provided a notification of denial via in person, facsimile or email, which will include a phone number to the third-party provider of information that resulted in the decision for denial within 7 days of application.

**Unit Transfer Policy** – If transfer is to accommodate a request for an accessible unit, a transfer fee will be waived, however, a new application fee and deposit will be required.

**Disability Qualifications** - A special needs individual person is defined as having a physical or mental impairment, which substantially limits one or more major life activities (i.e. self-care, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning or working). Physical or mental impairments entail a lengthy list of infirmities which can include, but are not necessarily limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, Cerebral Palsy, Autism, Epilepsy, Muscular Dystrophy, Multiple Sclerosis, Cancer, Heart Disease, Diabetes, Human Immune deficiency Virus (HIV) or (AIDS) infection, mental retardation, emotional illness, drug addiction (OTHER THAN ADDICTION CAUSED BY CURRENT ILLEGAL USE OF CONTROLLED SUBSTANCE.), Alcoholism.

If an accessible unit is not available for a qualified disabled applicant, the applicant shall not be denied housing. No disabled applicant shall be required to lease an accessible unit. No applicant is required to provide specific medical or disability information other than the disability verification that is requested to verify eligibility for reasonable accommodations.

**Reasonable Accommodations** – Applicants with a disability may request a reasonable accommodation during the application process verbally or in writing to the Property Manager. All requests will be responded to within seven (7) business days.

**PLEASE TAKE YOUR TIME AND FILL OUT YOUR APPLICATION THOROUGHLY TO INSURE TIMELY PROCESSING. PROCESSING CANNOT BEGIN UNTIL A COMPLETED APPLICATION IS RECEIVED.**

### **PRIVACY POLICY FOR PERSONAL INFORMATION OF RENTAL APPLICANTS AND RESIDENTS**

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

**How personal information is collected.** You will be asked to furnish some of your personal information when you apply to rent from us. This information will be on the rental application form or other document that you provide to us or to an apartment locator service, either on paper or electronically.

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

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

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

**Locator services.** If you found us through a locator service, please be aware that locator services are independent contractors and are not our employees or agents—even though they may initially process rental applications and fill out lease forms. You should require any locator services you use to furnish you their own privacy policies.

**Veterans:** Important information for Former Military Service Members. Women and men who served in any branch of the United States Armed Forces, including Army, Navy, Marines, Coast Guard, Reserves or National Guard, may be eligible for additional benefits and services. For more information, please visit the Texas Veterans Portal at <https://veterans.portal.texas.gov>

Resident Signature

Date

\_\_\_\_\_  
Owner Representative

\_\_\_\_\_  
Date