

# MIDDLEBURG MANAGEMENT

# QUALIFYING CRITERIA FOR APPLICANTS

Middleburg Management and this community comply with all federal, state, and local regulations regarding Fair Housing for all applicants and residents.

#### OCCUPANCY

Two (2) persons maximum per bedroom plus one (1) additional person within the apartment. Occupants under twenty-four (24) months of age are excluded from occupancy requirements.

## AGE REQUIREMENTS

Leaseholders must be at least eighteen (18) years of age. All persons aged eighteen (18) years or older are required to submit a separate rental application for approval and sign the lease agreement as a responsible party.

## APPLICATION FOR RESIDENCY

The rental application process consists of two (2) parts. The first part involves an online application that screens each applicant's credit, rental history, and criminal background. The second part is conducted through a third-party partner using an encrypted platform to verify identification, employment, and income. Applications may be denied if identification, employment, or income cannot be verified, even if the initial screening for credit, rental history, and criminal background is passed or passed with conditions.

# IDENTIFICATION REQUIREMENTS

All Prospects and Tour Guests aged eighteen (18) and older must provide a valid government issued ID to tour the Community. Additionally, each Leaseholder must provide a valid government issued photo ID during the application process. All individuals aged eighteen (18) and above applying hereby agree to allow Middleburg Management to share their nonpublic personal information for the purpose of identity verification as it pertains to the application process.

## NON-U.S. CITIZENS

All non-U.S. citizens must provide valid government issued passport or identification. Applicants without a social security number may be required to pay a higher deposit.

#### CREDIT

Our credit reporting agency evaluates credit and rental history against indications of future rent payment performance. A prospective leaseholder with minimal or no established credit history must provide an additional deposit or the applicant may be referred to a third-party guarantor service that may require a non-refundable fee to be paid directly to such service provider. Unsatisfactory findings may require an additional deposit or result in a denial. Unsatisfactory credit may include past or current bad debts, landlord debt, evictions, utility accounts past due or in collections, and late payments. Non-Discharged bankruptcies will result in a denial. Credit Privacy Numbers (CPNs) are not accepted as a substitute for Social Security Numbers.

# INCOME/EMPLOYMENT REQUIREMENTS + VERIFICATION

Monthly gross income, on average, must equal two and one-half (2.5) times the monthly rent amount, or the applicants' portion of the monthly rental amount where there is a government subsidy. The income requirement may be adjusted as necessary to comply with federal subsidy or financing programs. Liquid Assets must be at least three (3) times the entire value of the lease agreement. All potential Leaseholders are required to provide proof of current employment or consistent income. If currently unemployed, applicants must provide evidence of consistent income, such as retirement benefits, etc. Supporting documentation and verification are mandatory for all sources of income. Potential Leaseholders must link directly to their employer, payroll provider, or their financial institution for automated verification as part of the application process. Additional verification required if only providing paystubs. If self-employed, the applicant(s) must provide access to their banking data or provide the previous year's tax return and three (3) most recent bank statements. If employment has not yet commenced, a letter of intent from the employer is required. Court-ordered support and other income sources require verification. If an applicant is unable to meet income requirements the application may be denied, or the applicant may be referred to a third-party guarantor service that may require a non-refundable fee to be paid directly to such service provider.

## GUARANTOR

Guarantors are considered if the applicant's income or credit do not fully meet our typical criteria. They will not be considered in cases where the applicant would otherwise be denied for Criminal and/or Rental History. Guarantors must have established positive credit and prove at least five (5) times the monthly rent in Gross Income or four (4) times the entire value of the lease agreement in liquid assets. If an applicant is unable to secure a guarantor, the applicant may be referred to a third-party guarantor service that may require a non-refundable fee to be paid directly to such service provider.

# RENTAL HISTORY/VERIFICATION

Submission of the application implies agreement to cooperate in the verification of rental history, granting permission for the release of relevant information to the landlord or property management company from a prior housing provider. Unfavorable rental history may result in a conditional approval or denied application. Eviction filings resulting in judgement for the plaintiff within the past sixty (60) months will not be accepted. In the event your application is denied based on the presence of an eviction judgment within the past sixty (60) months, applicants may request an individualized assessment and provide information as to any acute factors that led to such eviction(s) to demonstrate why such record should not be considered. Applications that result in conditional approval may be required to pay a higher deposit, or the applicant may be referred to a third-party guarantor service that may require a non-refundable fee to be paid directly to such service provider.

#### **CRIMINAL HISTORY**

Our application process includes criminal background screening which is conducted in accordance with state, local and federal laws. Completion of the application with the signature of the applicant authorizes Owner and/or its agent to run the background check. An unsatisfactory criminal record check may result in the denial of the application. Not all crimes disqualify an application. The screening system takes into consideration criminal classifications which groups criminal offenses into various categories and factors in the nature of the crime along with the length of time between the conviction and application date. Criminal activity which could result in the denial of an application include but is not limited to: conviction or deferred adjudication of a felony offense, or any other criminal activity representing a potential risk of damage to property, other residents or guests, our employees and owners. Only criminal convictions or deferred adjudication are considered as we do not factor in arrests or charges wherein conviction or deferred adjudication did not occur unless the charge is pending as of the submission of the application. Should an application be denied due to criminal activity, a dispute may be submitted directly with the third-party screening provider, and/or the applicant may request an individualized assessment wherein the applicant would be required to provide any mitigating factors to demonstrate why such convictions should not be considered.

#### PETS

We allow three (3) pets per apartment and do not have a weight limit nor breed restriction. Animals are not permitted in the community without our prior written consent and, if applicable, completion of pet screening. If an animal is allowed, the resident must sign an animal addendum which requires the resident: (i) to adhere to our regulations; (ii) pay a nonrefundable pet fee; and (iii) pay any additional monthly pet rent. Service Animals and Assistance Animals are not considered to be pets and are not subject to pet fees or pet rent but still require prior approval of management, completion of pet screening (if applicable) and signed addendums. All fees and pet records must be provided prior to move-in.

# CHANGES TO LEASE TERM, MOVE-IN DATE, OR UNIT NUMBER

Any alterations to the lease term, move-in date or apartment home selected may result in a different rental rate. If relevant, the income criteria must be met for the updated rental rate.

#### FEES, DEPOSITS, AND PROCESS

Applicants should apply for their apartment online. Application and Administrative fees are to be paid at the time of rental application. Application fees are charged per applicant and are non-refundable. The Administrative fee is non-refundable except when an application is denied, or the application is canceled within seventy-two (72) hours of application. Falsification of an application may result in forfeiture of all fees. Applicants are required to complete the income verification process within seventy-two (72) hours of initial application, or the application will be canceled. If fees are returned due to insufficient funds or fraudulent activity, the application may be denied and applicable insufficient funds fees may be assessed. If a deposit is required, that amount must be paid prior to move-in. The amount of the deposit may vary based on the recommendation of our third-party screening service.

#### WAITLIST AGREEMENT

Waitlist applicants must sign the Waitlist Agreement and pay the application and administrative fees at the time of being placed upon the Waitlist. Application fees are non-refundable, and the Administrative Fees are refundable up to seventy-two (72) hours after a unit has been assigned.

## ELECTRONIC COMMNUICATION

Applicant(s) hereby consent to receiving communication via email from Middleburg Management regarding the application decision. Upon approval and execution of the lease by both the Applicant(s) and Middleburg Management, the Applicant(s) agree(s) to receive an electronic copy of the fully executed lease agreement.

