



Resident Selection Criteria

Assertive Management Group and Eban Village Apartments operate in compliance with state and federal fair housing and anti discrimination laws, including but not limited to the consideration of reasonable accommodations requested to complete the application process. The Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, national origin, handicap or familial status. The following constitutes requirements that determine an applicant's basic eligibility upon which the "Landlord" will be basing the decision to lease the property.

If you have a visual, hearing or physical impairment and need assistance with this "APPLICATION PROCESS", our personnel will provide or arrange for appropriate assistance within 72 hours.

To schedule assistance, please call the apartment community office weekdays between the hours of 8:30 a.m. and 5:00 p.m. at 214-426-6115. This line is not equipped for the hearing impaired. Therefore, please call the numbers below if applicable:

Texas RELAY (TTY) 1-800-735-2989

(voice) 1-800-735-2988

Fees/Deposit level – The results of the application review will determine the amount of the Application Deposit. This may range from a standard deposit to an additional deposit and/or additional fee requirement based on the community's requirements.

AGE – Applicants must be 18 years of age or older, unless deemed to be an adult under applicable law with respect to the execution of contracts.

Each person over the age of 18 who intends to reside in the dwelling must submit a separate, fully completed, dated, and signed residency application and fee. A **NONREFUNDABLE APPLICATION FEE OF \$25.00 PER ADULT APPLICANT/ \$40 FOR MARRIED COUPLE** must be paid prior to processing the application. In Addition to any application fee, each application requires an application deposit in the amount equal to \$150.00. The **Application Deposit** is **NOT** a **Security Deposit**. However, it will be credited toward the required Security Deposit when the Lease Contract is signed by all parties Or it will be Refunded due to tenant not being APPROVED; Or it will be retained by us as liquidated damages if you fail to sign a lease after approval or attempt to withdraw before approval.

Applications will AUTOMATICALLY Denied for the following reasons:

- Intentional falsification of information on the application
- Failure or refusal to confirm acknowledgement of the Resident Selection Criteria
- Failure to provide required documentation within (5) business days of request from community

Applicants will be required to pay a Security Deposit at the time of lease execution. WE RESERVE THE RIGHT TO REQUIRE AN ADDITIONAL SECURITY DEPOSIT AND/OR ADDITIONAL PREPAID RENT.

- Security Deposit for a 1 bedroom apartment is equal to **\$150.00**



- Security Deposit for a 2 bedroom apartment is equal to **\$250.00**
- Security Deposit for a 3 bedroom apartment is equal to **\$350.00**

Violence Against Women Act (VAWA): An applicant or tenant of housing assisted under a covered housing program may not be denied admission to, denied assistance under, terminated assistance under, or evicted from the housing on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the tenant otherwise qualifies for admission, assistance, participation, or occupancy. In the event of a request to transfer units, please refer to our full transfer policy.

<u>Maximum Occupancy Standard:</u>	<u>Apartment Size</u>	<u>Maximum Number Occupants</u>
	One Bedroom	Two Persons
	Two Bedroom	Four Persons
	Three Bedroom	Six Persons

Occupancy will be limited to two persons per bedroom. If after allowing plus ONE to the total Household count, and the HH exceed the occupancy standard during the lease term, the Household must upon lease renewal either: **MOVE OUT** if the next upsize/downsize is NOT Offered or Available, Or **TRANSFER** at their expense to the upsize or downsize unit that accommodates the household. Please refer to our full transfer policy.

Income/Employment Requirements: Maximum rent and maximum income guidelines are adhered to; annual household income cannot exceed the maximum allowable income as determined by federal and governmental regulations in effect for this community. The gross monthly income of all Applicants will be considered jointly to comply with the income requirements.

Employment Requirement: Applicant(s) must be currently employed OR provide written evidence of regular income sufficient to 2 times the rental amount of the property, for the full lease term. All income must be **verifiable in writing**. We calculate your total anticipated gross income from the date of move-in through the next 12 months. We verify current and past employment for a period of one year. This includes length of time on the job, salary, and any anticipated layoffs. Self employed or Retired applicants require written proof of income. Person's who hold jobs that are commission only, base salary plus commission, tips or bonuses will be considered self-employed. Copies of (4-6) consecutive and most current pay stubs are required, or if MILITARY, we need a current copy of your Leave and Earnings Statement. Section 8 voucher holders income must be at 2.5 times the total tenant rent portion or \$2,500.00 annually – WHICH EVER IS GREATER. Additional information may be requested.

The following is the Income Eligibility Limits by Household Size:

<u>Holdhold size</u>	<u>Maximum Income 80%</u>	<u>Maximum Income 60%</u>	<u>Maximum Income 50%</u>	<u>Maximum Income 30%</u>
1 Person	\$40,800	\$30,360	\$25,300	\$15,180
2 Person	\$42,240	\$34,680	\$28,900	\$17,340
3 Person	\$52,000	\$39,000	\$32,500	\$19,500
4 Person	\$57,760	\$43,320	\$36,100	\$21,660
5 Person	\$62,400	\$46,800	\$39,000	\$23,400
6 Person	\$67,040	\$50,280	\$41,900	\$25,140

Credit History: Assertive Management Group uses **ONE SITE/ Realpage SCREENING**, a leader in tenant screening and tenant performance reporting to verify your credit history. A decision to lease the Property to you may be based upon information obtained from this report. A **CREDIT SCORE** is **NOT** Applicable towards the approval of an application. Credit history and or Civil Court Records must not contain slow pays, judgments, eviction filings, collections, liens or bankruptcy within the past five (5) years.

The rental systems will compare your application to Realpage database and by evaluating those statistics and real data in accordance with pre-established criteria set by management, Realpage will recommend one of the following:



APPROVED. The Applicant will be accepted with the standard deposits and fees.

APPROVED WITH CONDITIONS. Depending on the community's policy & procedures, the applicant must meet conditions and/or may be given the option to pay AN ADDITIONAL SECURITY DEPOSIT AND/OR ADDITIONAL PREPAID RENT.

DENIED. The applicant will NOT be accepted. The applicant will be provided with the contact information for the consumer reporting agencies that provided the consumer information within 7 days of the decision to deny tenancy. There is no appeal option.

Rental History: WE reserve the right to verify the applicant's residence history. **A minimum of one (1) year residential rental history from a third-party landlord is required.** Your present and past residences for a two year period will also be verified. This will include the rent amounts, payment records, and condition of residence when vacated.

IF NO RENTAL HISTORY EXIST, as required by the community, an additional FEE, AN ADDITIONAL SECURITY DEPOSIT AND/OR ADDITIONAL PREPAID RENT may be required. Recommendations other than an APPROVED decision will require a RENTAL VERIFICATION. Previous rental history will be reviewed and should exhibit no derogatory references. Any debt owed to previous landlords must be paid in full before an applicant can be approved. Any outstanding NSF check must be paid in full. Applicants and Occupants with a breach of prior lease or prior eviction, foreclosure, bankruptcy, or tax liens may be given individual consideration and required to pay an additional FEE, AN ADDITIONAL SECURITY DEPOSIT AND/OR ADDITIONAL PREPAID RENT.

APPLICANTS WITH COLLECTIONS: COLLECTIONS MUST BE AT LEAST TWO (2) YEARS OLD AND ONLY ONE IS ALLOWED. Up to one month's rent may be required as a HIGH RISK FEE if an outstanding balance is found. If the balance owed is:

- \$200 - \$1000 = ½ months rent fee
- \$1001 - \$1500 = ¾ months rent fee
- \$1501 - \$1999 = 1 months rent fee
- \$2000 and up = 1 months rent fee plus verifiable payment arrangement (including letter on company letterhead)

Co-Signers/Guarantors – Co-signers/ Guarantors will NOT be accepted.

Criminal History – A criminal background check will be conducted for each applicant and/or occupant age 18 years or more. If an applicant (resident or Occupant) have been indicted, arraigned, convicted involving violence, firearms, illegal drugs, crimes involving theft, or destruction of property, or any crime involving a minor may be DENIED or may be given individual consideration and required to pay an additional FEE, AN ADDITIONAL SECURITY DEPOSIT AND/OR ADDITIONAL PREPAID RENT.

ANY **MISDEMEANORS** may be subject for denial. Type of charge and date of conviction may affect the decision. Proof of resolution may also be required.

ANY **FELONY** conviction less than (7) years from release will be subject for denial. Per federal regulation, drug and alcohol felonies may be acceptable with proper documentation. Regardless of conviction date, NO applicant with a felony conviction for any of the following will be ACCEPTED: FELONY crimes of ACTS of VIOLENCE against a person(s), ILLEGAL MANUFACTURING or DISTRIBUTION OF DRUGS and/or NO SEXUAL



CRIMES, even if serving deferred adjudication or case pending. RESIDENCY MAY BE DENIED DUE TO A CRIMINAL RECORD.

This property will be using the Criminal Denial Factors listed below for the rejection of ineligible applicants.

CRIMINAL DENIAL FACTORS	
FELONY, even if indicted, arraigned, conserving deferred adjudication or case pending	
Felony burglary/ Theft	7 Years from Completion of Sentence
Destruction/Damage to Property	7 Years from Completion of Sentence
Arson	10 Years from Completion of Sentence
Firearms	10 Years from Completion of Sentence
Illegal Manufacturing or Distribution of Drugs	No Time Limit
Injury to Persons/ ACTS of Violence	No Time Limit
Sexual Offenses	No Time Limit
MISDEMEANOR, even if serving deferred adjudication or case pending for the following:	
Theft of Property (Exclude by Check)	3 Years from Completion of Sentence
Destruction/Damage to Property	3 Years from Completion of Sentence
Violence	5 Years from Completion of Sentence
Firearms	5 Years from Completion of Sentence
Illegal Drugs Violations	7 Years from Completion of Sentence
Injury to Persons	10 Years from Completion of Sentence
Sexual Offenses	No Time Limit

The screening criteria will be applied uniformly and in a manner consistent with all applicable law, including the Texas and Federal Fair Housing Acts, the Federal Fair Credit Reporting Act, program guidelines, and the Texas Department of Housing and Community Affairs rules.

NO PETS OF ANY KIND ARE PERMITTED with the exception of qualified service/assistance pets. Fees and deposits are not applicable for qualified service/assistance animal.

VEHICLES: There is a 2 vehicle limit allowed per apartment. Vehicles must be operable and have current registration and inspection. Boats, 18 Wheel commercial Trucks, or trailers are not allowed at any time.

RENTER’S INSURANCE: Renter’s insurance is recommended but not required.

Application Wait List: Completed Applications will be placed on our Waiting List, (even when immediate occupancy is available). Applicants will be notified in writing at the address they have provided or via email to the email address provided or by telephone at the phone number provided. Management will contact you as your name nears the top of the Waiting List. An appointment will be set at your convenience to complete the final phase of the application process, at which time final eligibility for housing and program compliance will be determined.



Applications placed on the Waiting List will automatically expire in six months. To remain on the Waiting List you must contact our office at least every six months so that we can review and update the application. If any of the household information listed on this application changes before the six-month time frame has expired, it is the applicants' responsibility to notify Management in person, by telephone or in writing immediately. We must be able to contact you regarding your Waiting List status and eligibility.

The Open / Close status of our Wait List will be posted on the property's the property website at all times. A change in the status of the Wait List will be advertised on social media platforms for the Expanded Market Area, local print media publications and a Public Service Announcement (PSA) will appear on the property's website.

Application Processing: APPLICATIONS WILL NOT BE CONSIDERED UNTIL THE APPLICATION HAS BEEN FULLY EXECUTED AND RETURNED, ALONG WITH ALL APPLICABLE APPLICATION DEPOSITS AND FEES HAVE BEEN PAID.

Resident Selection Criteria Acknowledgement

I acknowledge that I had read the property's Resident Selection Criteria. I understand, and accept these qualifying standards, and have truthfully answered all questions. Further, I understand that falsification of rental application information may lead to denial of rental approval and forfeits my deposit fee.

Any exceptions to our resident selection criteria will need to be submitted in writing to the rental agent for presentation to the landlord for consideration. If approval is then given for such exceptions, additional security, and/or additional advance rent payments may be required.

Signature & Date

Print Name

Signature & Date

Print Name

UNIT #

Owner's Representative / Date