

Villas on Sixth

Qualifying Criteria

EFFECTIVE February 1, 2019

Equal Housing – No applicant shall be denied housing or equal access to services on the basis of race, color, religion, sex, familial status, handicap status, or national origin. No applicant will be discriminated against or denied admission on the basis that the applicant has been a victim of domestic violence, dating violence, sexual assault or stalking. Screening criteria will be applied uniformly and in a manner consistent with all applicable law, including the Texas and Federal Fair Housing Acts, the Violence against Women Reauthorization Act, the Federal Fair Credit Reporting Act, program guidelines and the Department rules.

Occupancy – Two (2) persons per bedroom plus a child under 6 years of age.

Age – Lease holder(s) must be 18 years or older, including head of household. All occupants 18 years or older are required to complete an application, even if living with a parent or guardian.

Income – Gross monthly income of household must be 2 ½ times monthly rent or resident paid portion of rental amount. We require a minimum annual income of \$2,500.00. All sources of earned and unearned income must be verified in writing. Maximum household income guidelines are as follows:

Occupants	1	2	3	4	5	6	7	8
40%AMI	\$24,800	\$28,320	\$31,880	\$35,400	\$38,240	\$41,080	\$43,920	\$46,760
50%AMI	\$31,000	\$35,400	\$39,850	\$44,250	\$47,800	\$51,350	\$54,900	\$58,450

Floorplan	Square Footage	Rental Rate	Standard Deposit	Application Fee
1/1	756	40%- \$587 50% - \$753 MKT - \$1,200	\$150	\$47 – 1 st adult \$42 – additional
2/2	917	40% \$691 50% -\$890 MKT - \$1,500	\$250	\$47 – 1 st adult \$42 – additional
3/2	1055	40% - \$787 50% - \$1,017 MKT - \$1,700	\$300	\$47 – 1 st adult \$42 – additional

Rental/Housing History – Applicant shall have good rental history or other positive record of housing payments. Good rental history includes, but is not limited to: no lease or rule violations, no record of disruptive behavior, no evictions, demonstrated ability to pay rent in a timely manner, no record of destruction of property, and satisfactory housekeeping habits.

Credit – Villas On Sixth uses an empirically derived, statistically sound, credit scoring system to evaluate your consumer credit report. Credit scoring is based on real data and statistics, so it treats all applicants objectively. Your consumer credit report contains information about you and your credit experiences, such as your bill-payment history, the number and type of accounts that you have late payments, collections actions, outstanding debt, and the age of your accounts. Using a statistical program, we compare the information to the credit performance of other applicants with similar profiles which allows us to predict how likely it is that you will pay your rent in a timely manner and fulfill your other lease obligations. If you would like information regarding how to improve your credit score, please let us know, and we will provide you with more detailed information regarding this process. Based upon your credit score, your application will either be accepted, rejected or accepted with conditions – possibly resulting in an elevated security deposit. If your application is rejected or is accepted with conditions, you will be given the name, address and telephone number of the consumer reporting agencies which provided your consumer information to us. An applicant rejected for unsatisfactory credit is encouraged to obtain a copy of the credit report, correct any erroneous information that may be on the report and submit a new application to this community for further consideration.

Criminal – A conviction, guilty or non-contest plea or pending charges for any Felony ever involving serious injury, kidnapping, death, arson, rape, sex crimes or child sex crimes, extensive property damage, drug related offenses such as sale, manufacture or delivery, Class A/Felony Burglary or class A/Felony Robbery shall be grounds for denial. Any offense that requires the applicant to register as a sex offender will result in a denial of the application.

- A conviction, guilty plea or no-contest plea for any other Felony (other than listed above) where the date of disposition or release occurred within the last seven (7) years shall be grounds for denial of the rental application.
- One Misdemeanor will not result in a denial. Two or more Class A/Misdemeanors in the most recent five years will result in a denial. Two or more Class B/C misdemeanors within three years will result in a denial.
- Pending charges will result in a denial of the rental application.

Demonstration of Negative Behavior – Any of the following behaviors exhibited by an applicant will be grounds for denial: display of uncooperative, abusive or belligerent attitude towards management; provided information on an application which is false, misrepresented, incomplete or non-verifiable.

Student Status – Households comprised entirely of full-time students are not eligible for tax credit apartments. There are five exceptions to this rule. They are:

1. At least one adult in the unit is married, not necessarily to another adult living in the unit, and they have filed a joint federal tax return the previous year.
2. The household consists of one single parent and at least one child, neither of who is listed as a dependent on another person's (outside of the household) most recent tax return.
3. A household member is a recipient of Aid to Families with Dependent Children (AFDC) or Temporary Assistance for Needy Families (TANF).
4. A household member is a participant in a federal, state or local job training program comparable to those funded by the Job Training Partnership Act (JTPT).

5. The full-time student who is a student who previously received Foster Care assistance under Title IV of the Social Security Act (under parts B or E).

Section 8 – We encourage participants of HOME TBRA program, and the housing choice voucher program under Section 8, and other federal, state or local government rental assistance programs to apply at Villas On Sixth. Persons participating in other programs meet all of our criteria except income.

Reasonable Accommodations Policy – Reasonable Accommodations are available for applicants with disabilities where a reasonable accommodation is necessary to provide them with an equal opportunity to use and enjoy the housing or services provided. A “reasonable accommodation” is a change to procedure or rules, or a modification to the apartment or to a common area which may be necessary to afford a person with a disability the equal opportunity to use and enjoy the dwelling, provided that the change does not pose an undue financial or administrative burden to the community or result in a fundamental alteration of its program.

Applicants and Residents wishing to request a reasonable accommodation may contact the Rental Office or via the company’s Fair Housing Office (503) 802-3500 or via email at fho@gres.com.

We will respond to request within 14 days of receiving the request with all necessary documentation.

Transfer Policy – Transfers will be approved due to over or under utilization of the unit or for Reasonable Accommodation only. Transferred households are not re-screened. Residents may not be evicted from the property on the basis of domestic violence, dating violence, sexual assault, or stalking. When a unit becomes available, existing residents will be given priority for transfers as determined on a case by case analysis under the law. If the building has less than 100% of its units subject to the provisions or IRC Section 42, Resident understands that if his/her annual income rises above 140% of the current year’s certification income rent, the household will no longer be eligible for the Tax Credit Housing Program. The unit will either be converted to market rate, or may have its rent limit exchanged with another unit in the Premises of higher set-aside, or with a market-rate unit, whichever is applicable. The Resident’s deposit will be charged for any damages and the remaining amount will be refunded to the Resident. A new deposit will be required for the new unit. If a Resident transfers into a new unit, they will be required to do a new Certification at the time of transfer.

Non-Renewal Policy – Non-renewal and/or Termination Notices – The owner will provide in any non-renewal or termination notice, the specific reason for the termination or non-renewal. The notification will be delivered as required under the applicable program rules, and will include information on rights under VAWA, will state how a person with a disability may request a reasonable accommodation in relation to such notice, and will include information on the appeals program. Any non-renewal and/or termination notice will be mailed/delivered to the household. A household will be provided a 30-day written notice to vacate and/or termination and a specific reason for the non-renewal or termination will be provided in the notice. The household will be provided with a copy of the HUD form 5380 “Notice of Occupancy Rights under the Violence Against Women Act” with the notice it will also state information on how a

person with a disability may request a reasonable accommodation in relation to such notice.

Wait List Policy:

A wait list is maintained for each unit type including the lower rent restricted units. All unit sizes are available at the lower rent limits and the wait list policy is the same for all unit types and rent limits. Applicants will be selected from the appropriate wait list in chronological order to fill vacancies. If an applicant on the waitlist is no longer interested or does not respond within 24 hours, we will contact the next person on the waitlist until the vacancy is filled. The waitlist will be closed once it reaches twenty (20) applicants per unit type or a sixty (60) month waiting period, whichever is longer.

Prospective applicants not residing in the property will not be prioritized over current residents in instances in which an existing household is seeking a unit with a lower income or rent restriction than the unit in which they currently reside. The current resident household(s) will be entered on the waitlist using the same process as households not currently in the property.

Applicants needing accessible units - A household with person(s) with disabilities cannot be excluded from the waitlist because an accessible unit is not currently available and cannot be required to rent a unit that has already been made accessible. The household will be added to the waitlist and will be selected in chronological order, giving priority to households needing accessible units. When an accessible unit becomes vacant, the unit will, first, be offered to a current resident requiring the accessibility feature and, second, to an eligible qualified applicant on the waitlist requiring the accessibility features. Reasonable modifications will be considered on a case-by-case basis.

Violence Against Women Act Protections

1. An applicant's or program participant's status as a victim of domestic violence, dating violence, sexual assault or stalking is not a basis for denial of rental assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission.
2. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for terminating the assistance, tenancy, or occupancy rights of a victim of abuse.
3. Criminal activity directly related to domestic violence, dating violence, sexual assault or stalking, engaged in by a member of tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights of the victim of the criminal acts.
4. Assistance may be terminated or a lease "bifurcated" in order to remove an offending household member from the home. Whether or not the individual is a signatory to the lease and lawful tenant, if he/she engages in a criminal act of

physical violence against family member or other, he/she stands to be evicted, removed, or have his/her occupancy rights terminated. This action is taken while allowing the victim, who is a tenant or a lawful occupant, to remain.

5. The provisions protecting victims of domestic violence, dating violence, sexual assault or stalking engaged in by a member of the household, may not be construed to limit the O/A, when notified, from honoring various court orders issued to either protect the victim or address the distribution of property in case a family breaks up.
6. The authority to evict or terminate assistance is not limited with respect to a victim that commits unrelated criminal activity. Furthermore, if an O/A can show an actual and imminent threat to other tenants or those employed at or providing service to the property if an unlawful tenant's residency is not terminated, then evicting a victim is an option, the VAWA notwithstanding. Ultimately, O/As may not subject victims to more demanding standards than other tenants.
7. The VAWA protections shall not supersede any provision of any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence or stalking. The laws offering greater protection are applied in instances of domestic violence, dating violence or stalking.

Pet Policy – We allow 2 pets per household, pet deposit is \$300 per pet with a \$20 monthly pet rent. We do not accept pets over 35 lbs, (full grown), pet breed restrictions apply. Specific animal, breed, number, weight restrictions, pet rules and pet deposits will not apply to households having a qualified service/assistance animal.

Denial of Application – In the event any application is not approved, the applicant shall be notified, in writing, by first class mail within 7 days as to the reasons for non-selection and whom to contact for additional information.

Name _____ Date _____

Name _____ Date _____

Property Representative _____ Date _____

