**COMMUNITY NAME**

**STATEMENT OF RENTAL POLICY**

**DATE**

Welcome to our community. Before applying to rent an apartment, please take the time to review this Statement of Rental Policy. For the purpose of this document, the term “applicant” is defined as the person or persons who will be signing the Lease as the “Resident”. An applicant must be 18 years of age or older to qualify as a resident. All individuals 18 years of age or older must complete an application and be listed as a “Resident” on the Lease Agreement. The term “occupant” is defined as the person or persons who will be listed on the lease agreement who is under the age of 18, and who is residing at this community. Some criteria apply to the applicants only; other criteria apply to all occupants. Please note that this is the current rental criteria for this community; nothing contained herein constitutes a guarantee or representation that all residents and occupants currently residing here have met these requirements. There may be individuals who began residing at this community prior to this particular criteria going into effect; additionally, the ability to verify whether these requirements have been met is limited to the reliability of information received from applicants and outside services used.

**INDENTIFICATION:** Applicants must present a valid government issued photo identification card for each person age 18 or older.

**EQUAL HOUSING: Name of Community** is an Equal Housing Opportunity Provider, doing business in accordance with the Federal Fair Housing Act and do not discriminate against any person because of race, color, religion, sex, handicap, familial status or national origin. Additionally, we provide housing in accordance with all other state or local laws if those laws provide greater protection than the Federal Fair Housing Act.

**APARTMENT AVAILIBILITY:** Applications for apartment homes will be accepted on a first come, first served basis and are subject to the availability of the apartment type requested. Rental Rates are subject to change without notice.

**RENTAL CRITERIA:** All applicants and guarantors must agree to the following by executing this Statement of Rental Policy and a rental application form: Applicant(s) hereby consent to allow **Name of Community**, through its designated agent and its employees, to obtain and verify credit information, including a criminal background search for the purpose of determining whether or not the applicant is eligible to lease an apartment. Applicant understands that any false information will constitute grounds for rejection of application and the lease may be nullified.

**INCOME:** The combined gross income of the applicant(s) is required to meet **Name of** **Community’s** minimum income criteria. The three types of income used to establish the income to rent ratio eligibility are employment income, other income and personal assets. **Name of Community** requires the equivalent of 3.0 times the monthly rent.

Acceptable forms of income verification include:

* Three consecutive, current paystubs
* Financial Aid or Scholarship Awards letter
* Last Year’s Tax Return (if you are self-employed)
* Proof of Government payments (social security, disability, welfare, etc.)
* Proof of Retirement or investment income
* University Issued I-20 document
* Signed offer letter on company letterhead (dated within the last 30 days)
* Three consecutive months of current bank statements showing a residual ending balance equivalent to our required rent to income ratio.

**SCORING OF CONSUMER CREDIT: If** all applicants’ combined income meets this community’s income requirements for the apartment in which applied for**, Name of Apartment Community** will proceed in running a credit check on all applicants age 18 and older that apply for residency**. Name of Community** uses an expert statistical credit scoring system to evaluate consumer credit. This information is compared to the credit trends of other consumers to predict how likely it is that the applicant will pay rent in a timely manner and fulfill all lease obligations. Unfavorable accounts which may negatively influence this score include, but are not limited to: collections, open bankruptcies, charge-off, repossession, current or recent delinquency. Based upon the applicants’ credit score, the application will be accepted, rejected or accepted on the condition that an additional security deposit is paid.

Under the Fair Credit Reporting Act, you have the right to know the information contained in your file at the consumer reporting agencies listed below. You make make a written request to the appropriate agency for disclosure of the nature of this information in the form of a free copy of your consumer credit report, you may contact the appropriate consumer reporting agency in writing no later than 60 days after receiving written notice of the rental decision.

Consumer Reporting Agencies:

Equifax Experian Transunion

www.equifax.com www.experian.com www.transunion.com

888.548.7878 888.397.3742 800.916-8800

P.O. Box 740241 PO Box 2104 P.O. Box 1000

Atlanta, GA 30374 Allen, TX 75013 Chester, PA 19022

Third Party Applicant Screening Agency Name

Phone #

Address

**CRIMINAL BACKGROUND CHECKS:** If the application is accepted or accepted with conditions, a criminal background search will be conducted. **Name of Community** performs criminal background checks in accordance with applicable federal and state laws. Applicants’ signatures on the Application for Residency authorizes us to check not only applicants’ credit history, but also any criminal convictions. Applicants will be required to answer questions on the application stating whether they have been convicted of a crime; and, if so, what the crime was, when and where it occurred and the disposition of that charge. An unsatisfactory criminal background or a check that results in pending charges may result in denial of the application. However, not all crimes disqualify applicants from living at the community. Crimes that result in denial of residency are those which pose a serious threat to the health, safety and welfare of persons living and working in our community. All records are evaluated from the date of the disposition.

The below chart of criminal decision criteria is provided for general and informational purposes only. It is not offered as, and does not constitute, legal advice or legal opinions.

|  |  |  |
| --- | --- | --- |
| **Offense** | **Felony** | **Misdemeanor** |
| Crimes Against a Person or Property  | 7 years | 3 years |
| Drug Related Offenses | 7 years | 3 years |
| Theft By Check Related Offenses | 7 years | Approved |
| Worthless Check and/or Bogus Check Related Offenses | 7 years | Approved |
| Sex Related Offenses and Terrorism Related Offenses | Declined regardless of time |
| Prostitution Related Offenses | 7 years | 3 years |
| Weapons Related Offense | 7 years | Approved |
| Cruelty To Animals Related Offenses | 7 years | 3 years |
| Any Other Felony Offense | Felony offenses that do not fall within categories above, (ex: traffic, DUI) 7-year timeframe; 5 years for felony DUI |
| Deferred Adjudication and/or Adjudication Withheld | Off probation/parole for 5 years |
| Pending Cases and/or Arrest Warrants | Approved |
| Active Status on Probation and Parole | Off probation/parole for 5 years |
| Pre-Trial Intervention/Diversion  | Approved |

Please remember that this requirement does not constitute a guarantee or representation that residents or occupants currently residing in our community have not been convicted of or subject to deferred adjudication for a felony, certain misdemeanors or sex offenses requiring registration under applicable law; there may be residents or occupants that have resided in the community prior to this requirement going into effect; additionally, our ability to verify this information is limited to the information made available to us by the resident credit reporting services used.

**GUARANTORS:** If a guarantor is needed, he/she must meet the entire qualifying criteria as presented above. All guarantors must have a verifiable source of income in an amount not less than 5 times the rental rate.

**FEES/DEPOSITS:** In order to reserve an apartment home, applicant(s) must submit an executed application along with the following fees and deposits: 1.) **A non-refundable application fee of $50** for each applicant 18 years of age and older for verification of information and credit approval. 2.) **A non-refundable administrative fee of $250**. 3.) **A refundable security deposit of $150**. Applicant understands that an additional security deposit may be required based on credit scoring requirements. If for any reason management decides to decline the application, management will refund the administrative fee and the security deposit in full. If an applicant is conditionally approved, but chooses not to pay the additional deposit, then his/her application will be considered declined. If the application is approved and the applicant fails to sign a lease or take occupancy of the premises on the agreed date, management may retain the administrative fee and the security deposit as liquidated damages for rent lost and any expenses incurred due to the cancellation.

**OCCUPANCY:** Two people per bedroom, plus one additional person in an apartment home. **Name of Community’s** policy is to conform to local and state requirements to the extent that they require a different standard than stated here.

**VEHICLES:** Parking space is limited in our community. Each household is permitted **two** passenger vehicles. Commercial vehicles and recreational vehicles are not permitted.

**PETS (if applicable):** Domesticated pets are accepted. A $350 pet fee is required (one pet) or $400 (two pets) and must be paid in full prior to move-in. An additional pet deposit of $150 (one pet) or $200 (two pets) also must be paid prior to move in. A $15 pet rent (per pet) will be added to the monthly rent amount. Pets will be subject to visual inspection. Resident(s) agree to comply with all community policies and may be required to sign a separate Pet Addendum. Service animals and Emotional Support animals are permitted, fees are not required, and they are not subject to breed restrictions; please check with the management team for the process to apply for these accommodations. The following breed and/or mix breeds are prohibited: Akita, American Bull Dog, American Pit Bull Terrier, American or Bull Staffordshire Terrier, Briard, Borzoi Hounds, Bull Mastiff, Bull Terrier, Cane Corso, Chow, Dalmatian, Doberman Pincher, Dogo, German Shepherd, Great Dane, Great Pyrenees, Husky, Irish Wolf Hound, Komondor, Malamute, Neapolitan Mastiff, Pit Bull, Rottweiler, Scottish Deerhound, Spitz, St. Bernard, Stafford Terrier, Presa Canarios, Shar pei, Toso Inu and Wolf-Dog Hybrid.

**UTILITIES/SERVICES:** We’ll pay for the following items, if checked: ☐ gas ☐ water

☐ wastewater ☐ electricity ☐ trash/recycling ☐ pest control ☐ cable/satellite ☐ master antenna ☐ internet

☐ stormwater/drainage ☐ other

You’ll pay for all other utilities and services, related deposits, and any charges or fees, on such utilities and services during your Lease Contract term.

**ELECTRONIC CHECK POLICY: Name of Management Company** reserves the right to utilize Accounts Receivable Entry (ARC) to process personal checks through the ACH (Automated Clearing House) system and is compliant with NACHA (The Electronic Payments Association) rules. These rules require that **Name of Management Company** provide residents and prospects the following notification: When you provide a check as payment, you authorize **Name of Management Company** to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. **Name of Management** **Company** will use information from your check to make an electronic fund transfer and funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

**DATA AND COMMUNICATION:** You understand and accept that we may collect, retain, use, transfer, and disclose personal information, such as the first name, last name, email address, and phone number of you or your occupants in the unit. We may collect, retain, and use that information, or disclose that information to third parties to, among other things, (a) operate the Property; (b) provide services consistent with the Lease; (c) refer you to third parties that provide products or services that may be of interest to you or your occupants in the unit; (d) collect debts; and (e) conduct and analyze resident surveys. Please review the privacy policy of the owner’s authorized agent at the time of residence for a discussion of the treatment of information during your lease. The current policy may be viewed at
Link to Private Policy.

By providing an email address or cell phone number, you consent to receive communications regarding marketing materials, promotional offers, and your application status via email, voicemail, calls, text, and/or any other means. You acknowledge and agree that this authorization is made voluntarily.

The permissions and consents granted herein apply to the owner of the community and the owner’s authorized agents/representatives, including its property manager, and will continue even after your lease expires, the owner of the community sells the community, or the property manager no longer manages the community.

RENTER’S INSURANCE REQUIREMENT: You may be required to carry a minimum of $100,000 Personal Liability Insurance coverage. To satisfy this requirement, you must provide evidence of insurance coverage at initial lease signing and maintain this coverage throughout the entire term of your residency. In addition, we may require that you add our community as an “Interested Party”, “Party of Interest”, or similar language. Your lease will have additional details about the insurance requirements.

**ACKNOWLEDGMENT:**

**Signing this acknowledgment indicates that you have had the opportunity to review the landlord’s tenant selection criteria. The tenant selection criteria may include factors such as criminal history, credit history, current, income, and rental history. If you do not meet the selected criteria, or if you provide inaccurate or incomplete information, your application may be denied, and your application fee will not be refunded.**

Applicant Signature/Date

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Applicant Signature/Date

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Owner’s Agent Signature/Date

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