



LAKEVIEW APARTMENTS
APPLICATION CRITERIA
 9/17/2020

We pledge we will comply with state and federal fair housing and antidiscrimination laws; including, but not limited to, consideration of reasonable accommodations requested to complete the application process. Also, the screening criteria will be applied in a manner consistent with all applicable laws, including the Texas and Federal Fair Housing Acts, the Federal Fair Credit Reporting Act, program guidelines, and the Department's rules.

Equal Housing – This community does not discriminate against any person because of race, color, religion, sex, handicap, familial status or national origin and will comply with state and federal fair housing and antidiscrimination laws, including but not limited to consideration of reasonable accommodations requested to complete the application process and the Federal Fair Credit Reporting Act.

Occupancy Standard – A maximum of two persons per bedroom are allowed. Persons under twelve (12) months of age are not considered in this calculation. If the age of the resident’s child causes such occupancy standards to be exceeded during the term of 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

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

Income – Gross monthly income of household must be 2.5 times monthly resident paid portion of rental amount. All sources of earned and unearned income must be verified in writing. Maximum household income guidelines are as follows:

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

1 Person	2 People	3 People	4 People	5 People	6 People	7 People
\$34,260	\$39,120	\$44,040	\$48,900	\$52,860	\$56,760	\$60,660

Rent – Maximum Rent Limits based on 2020 Area Median Income of \$81,500.

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

1Bedroom	2 Bedroom	3 Bedroom
\$917	\$1,101	\$1,272

*****Apartment Deposits*****

1Bedroom	2 Bedroom 2 Bath	2 Bedroom 2 Baths	3 Bedroom 2 Baths
\$200	\$250	\$300	\$350

Rental History – Previous rental history will be reviewed, and negative rental history could be grounds for denial of application or an additional deposit of \$150 being required. Negative rental history is determined by: Failure to pay rent timely and/or evictions filed, insufficient move-out notice, repeated disturbances and/or excessive damages not related to circumstances protected under the Violence Against Women Act, and/or prior management references describing repeated violations of the lease. Any debt owed to an apartment community must be paid in full.

Credit - Unsatisfactory credit references or no credit history may result in the requirement of an additional deposit of up to \$400.00 or denial. Only the last 2 years of all credit history will be checked through the appropriate Credit Bureau. Unsatisfactory credit is determined by 51% or more of negative trade lines in overall credit. Bankruptcies must be discharged and/or closed, and the proper documentation must be submitted at the time the application is presented. Medical/Student loans will be excluded in the percentage of negative trade lines. No current debt to utility company providers is permitted.



Criminal Background –The criminal records of all household members over the age of 18 will be checked. A history of criminal activity may be grounds for denial of your application. Criminal history which indicates that an applicant poses a direct threat to the health or safety of our staff or other residents or a direct threat to the property may be grounds for denial. In making a determination we will follow the guidelines below.

1. Arrest records will not be considered.
2. Applicants will be denied if they have history of any criminal activity including but not limited to murder, attempted murder, sexual offenses, or the illegal manufacture or distribution of a controlled substance.
3. Applicants will be denied if 10 years or less have elapsed from the completion of a sentence for the following felony convictions:
 - Weapons Violations
 - Violence/Assault/Injury to Persons (excluding murder, attempted murder, and sexual offenses)
4. Applicants will be denied if 7 years or less have elapsed from the completion of a sentence for the following felony convictions:
 - Theft of Property (including burglary, attempted burglary and breaking and entering)
 - Property Damage (including arson and attempted arson)
5. Applicants will be denied if 7 years or less have elapsed from the completion of a sentence for the following misdemeanor convictions:
 - Drug-Related Crimes
 - Weapons Violations
 - Violence/Injury to Persons
 - Other Crimes Against Persons
 - Property Damage
6. Applicants will not be denied for convictions for bribery, fraud, embezzlement, theft by check, or moving violations, including driving while intoxicated or under the influence. 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.
7. Applicants on probation, parole, or serving deferred adjudication will be denied.
8. If you are denied for criminal activity, you may present written verifiable evidence of mitigating factors or rehabilitation for consideration.

Non-U.S. Citizens – Applicants who are 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. A Supplemental Rental Application for Non-U.S. Citizens is required to be completed along with the standard Rental Application for Residents and Occupants.

ANIMALS: The following breed or partial breed is not permitted: pit bulls. A \$300.00 pet deposit is required. A \$15 per month for the 1st pet and \$5 per month for each additional pet is charged for pet rent. An animal is classified as a canine, feline, bird or fish. No other animals or reptiles are permitted. Any resident with a fish tank in excess of 10 gallons will be required to carry renter's insurance and a copy of the policy must be provided at the time of move-in. An animal addendum must be signed, and documentation of current shot records and licensing (tag) must be provided. Management reserves the right to interview pets.

Limitations on specific animal breeds, maximum number of pets, pet deposits, pet rent and most animal rules will not apply to households having a qualified service/assistance animal.



Application Fee – A non-refundable application fee will be charged to any applicant 18 years or older. Application fee is \$30.00 per person 18 and older or \$40.00 for married couples.

Section 8 – All Section 8 Voucher holders are welcome to apply for residency and will be provided the same consideration as all other applicants.

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 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.

Privacy Policy for Personal Information of Rental Applicant 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 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 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 for our business purposes only as it relates to 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, Cost 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>

I understand and accept these qualifying standards and have truthfully answered all questions. I understand that falsification of Rental Application information will lead to denial of rental. Rental Criteria does not constitute a guarantee or representation that resident or occupants currently residing in the community have not been convicted or are not subject to deferred adjudication for felony. Management’s ability to verify this information is limited to the information made available by the agencies and services used. It does not ensure that all individuals reside in on or visiting the community conforms to these guidelines.

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

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

Acceptance of a lease application does not indicate approval for an apartment. All applications must be processed, verified, and approved by the Community Director. According to the Fair Housing Act, it is illegal to discriminate against any person because of race, color, religion, sex, handicap, natural origin, or familial status.

APPLICANT SIGNATURE

DATE

APPLICANT SIGNATURE

DATE

OWNER’S REPRESENTATIVE SIGNATURE

DATE