

# Rental Application for Residents and Occupants

Each co-resident and each occupant over 18 must submit a separate Application.

## ABOUT YOU

Full name (exactly as it appears on driver license or govt. ID card) \_\_\_\_\_

Former name (if applicable) \_\_\_\_\_

Gender \_\_\_\_\_ Birthdate \_\_\_\_\_ Social Security # \_\_\_\_\_

Driver license # \_\_\_\_\_ State \_\_\_\_\_

Government ID # \_\_\_\_\_ State (if applicable) \_\_\_\_\_

Home phone \_\_\_\_\_ Cell phone \_\_\_\_\_

Work phone \_\_\_\_\_ Email address \_\_\_\_\_

Marital status  single  married U.S. citizen?  yes  no Do you or does any occupant smoke?  yes  no

I am applying for the apartment located at \_\_\_\_\_

Is there another co-applicant?  yes  no

Co-applicant name \_\_\_\_\_ Email \_\_\_\_\_

## OTHER OCCUPANTS

Full name \_\_\_\_\_ Relationship \_\_\_\_\_

Birthdate \_\_\_\_\_ Social Security # \_\_\_\_\_

Driver license # \_\_\_\_\_ State \_\_\_\_\_

Government ID # \_\_\_\_\_ State (if applicable) \_\_\_\_\_

Full name \_\_\_\_\_ Relationship \_\_\_\_\_

Birthdate \_\_\_\_\_ Social Security # \_\_\_\_\_

Driver license # \_\_\_\_\_ State \_\_\_\_\_

Government ID # \_\_\_\_\_ State (if applicable) \_\_\_\_\_

Full name \_\_\_\_\_ Relationship \_\_\_\_\_

Birthdate \_\_\_\_\_ Social Security # \_\_\_\_\_

Driver license # \_\_\_\_\_ State \_\_\_\_\_

Government ID # \_\_\_\_\_ State (if applicable) \_\_\_\_\_

Full name \_\_\_\_\_ Relationship \_\_\_\_\_

Birthdate \_\_\_\_\_ Social Security # \_\_\_\_\_

Driver license # \_\_\_\_\_ State \_\_\_\_\_

Government ID # \_\_\_\_\_ State (if applicable) \_\_\_\_\_

Full name \_\_\_\_\_ Relationship \_\_\_\_\_

Birthdate \_\_\_\_\_ Social Security # \_\_\_\_\_

Driver license # \_\_\_\_\_ State \_\_\_\_\_

Government ID # \_\_\_\_\_ State (if applicable) \_\_\_\_\_

Full name \_\_\_\_\_ Relationship \_\_\_\_\_

Birthdate \_\_\_\_\_ Social Security # \_\_\_\_\_

Driver license # \_\_\_\_\_ State \_\_\_\_\_

Government ID # \_\_\_\_\_ State (if applicable) \_\_\_\_\_

## WHERE YOU LIVE

Current home address (where you live now) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Do you  rent or  own? Beginning date of residency: \_\_\_\_\_ Monthly payment \$ \_\_\_\_\_

Apartment name \_\_\_\_\_

Name of owner or manager \_\_\_\_\_

Phone \_\_\_\_\_ Reason for leaving \_\_\_\_\_

**Fill out if you have been at your current address for less than five years.**

Previous home address (most recent) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Do you  rent or  own? Dates: From \_\_\_\_\_ To \_\_\_\_\_ Monthly payment \$ \_\_\_\_\_

Apartment name \_\_\_\_\_

Name of owner or manager \_\_\_\_\_

Phone \_\_\_\_\_ Reason for leaving \_\_\_\_\_

## YOUR WORK

Current employer \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Work phone \_\_\_\_\_ Beginning date of employment \_\_\_\_\_

**YOUR WORK, continued**

Gross monthly income \$ \_\_\_\_\_ Position \_\_\_\_\_

Supervisor \_\_\_\_\_ Phone \_\_\_\_\_

**Fill out if you have been with your current employer for less than five years.**

Previous employer (most recent) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Work phone \_\_\_\_\_ Dates: From \_\_\_\_\_ To \_\_\_\_\_

Gross monthly income \$ \_\_\_\_\_ Position \_\_\_\_\_

Supervisor \_\_\_\_\_ Phone \_\_\_\_\_

**ADDITIONAL INCOME**

**(Income must be verified to be considered.)**

Type \_\_\_\_\_ Source \_\_\_\_\_ Gross monthly amount \$ \_\_\_\_\_

Type \_\_\_\_\_ Source \_\_\_\_\_ Gross monthly amount \$ \_\_\_\_\_

**CREDIT HISTORY**

If applicable, please explain any past credit problem: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RENTAL AND CRIMINAL HISTORY**

**Check only if applicable.**

Have you or any occupant listed in this Application ever:

- been evicted or asked to move out?
- moved out of a dwelling before the end of the lease term without the owner's consent?
- declared bankruptcy?
- been sued for rent?
- been sued for property damage?
- been convicted or received probation for a felony, sex crime, or any crime against persons or property?

Please indicate below the year, location, and type of each felony, sex crime, or any crime against persons or property for which you were convicted or received probation. We may need to discuss more facts before making a decision. You represent the answer is "no" to any item not checked above. \_\_\_\_\_

\_\_\_\_\_

**HOW DID YOU FIND US?**

Online search (website address) \_\_\_\_\_

Referral from a person or locator? Name \_\_\_\_\_

Social media (please be specific) \_\_\_\_\_

Other \_\_\_\_\_

**EMERGENCY CONTACT**

**Emergency contact person over 18 who will not be living with you:**

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Work Phone \_\_\_\_\_ Email Address \_\_\_\_\_

If you die or are seriously ill, missing, or incarcerated according to an affidavit of (check one or more)  the above person,  your spouse, or  your parent or child, we may allow such person(s) to enter your dwelling to remove all contents, as well as your property in the mail-box, storerooms, and common areas. If no box is checked, any of the above are authorized at our option. If you are seriously ill or injured, you authorize us to call EMS or send for an ambulance at your expense. We're not legally obligated to do so.

**YOUR VEHICLES**

**(If applicable)**

**List all vehicles owned or operated by you or any occupants (including cars, trucks, motorcycles, trailers, etc.)**

Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_

Year \_\_\_\_\_ License # \_\_\_\_\_ State \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_

Year \_\_\_\_\_ License # \_\_\_\_\_ State \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_

Year \_\_\_\_\_ License # \_\_\_\_\_ State \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_

Year \_\_\_\_\_ License # \_\_\_\_\_ State \_\_\_\_\_



signed by all parties; OR, it will be refunded under paragraph 7 if the applicant is not approved; OR it will be retained by us as liquidated damages if you fail to sign or withdraw under paragraphs 4 and 5 of the Application Agreement.

- 3. **Fees due.** Your Application will not be processed until we receive your completed Application (and the completed Application of all co-applicants, if applicable) and the following fees:
  - A. Application fee (non-refundable): \$ 25.00
  - B. Application deposit (may or may not be refundable) \$ 0.00
- 4. **Completed Application.** Your Application will not be considered "complete" and will not be processed until we receive the following documentation and fees:
  - A. Your fully filled out and signed Application and any documents required by our rental criteria, such as proof of income.
  - B. Fully filled out and signed Applications for each co-applicant (if applicable);
  - C. Application fees for all applicants;
  - D. Application deposit.

### Authorization and Acknowledgment

I authorize MDC Spring Trace LP

(name of owner/agent) to obtain reports from any consumer or criminal record reporting agencies before, during, and after residency on matters relating to a lease by the above owner to me and to verify, by all available means, the information in this Application, including criminal background information, income history and other information reported by employer(s) to any state employment security agency. Work history information may be used only for this Application. Authority to obtain work history information expires 365 days from the date of this Application. You agree the information provided may be used for business purposes.

### Payment Authorization

I authorize MDC Spring Trace LP

(name of owner/agent) to collect payment of the application fee and application deposit in the amounts specified under paragraph 3 of the Disclosures.

**Non-sufficient funds and dishonored payments.** If a check from an applicant is returned to us by a bank or other entity for any reason, if any credit card or debit card payment from applicant to us is rejected, or if we are unable, through no fault of our own or our bank, to successfully process any ACH debit, credit card, or debit card transaction, then:

- 1. Applicant shall pay a charge of \$ 50.00 for each returned payment; and
- 2. We reserve the right to refer the matter for criminal prosecution.

### Acknowledgment

You declare that all your statements in this Application are true and complete. Giving false information is a **Class B Misdemeanor**, punishable by up to 6 months in county jail and a \$2000 fine. **Applicant's submission of this Application, including payment of any fees and deposits, is being done only after applicant has fully investigated, to its satisfaction, those facts which applicant deems material and necessary to the decision to apply for a rental unit.** You authorize us to verify your information through any means, including consumer-reporting agencies and other rental-housing owners. **You acknowledge that you had an opportunity to review our rental-selection criteria, which include reasons your Application may be denied, such as criminal history, credit history, current income and rental history. You understand that if you do not meet our rental-selection criteria or if you fail to answer any question or give false information, we may reject the Application, retain all application fees as liquidated damages for our time and expense, and terminate your right of occupancy.** In lawsuits relating to the Application or Lease, the prevailing party may recover from the non-prevailing party all attorney's fees and litigation costs. We may at any time furnish information to consumer-reporting agencies and other rental-housing owners regarding your performance of your legal obligations, including both favorable and unfavorable information about your compliance with the Lease, the rules, and financial obligations. Fax or electronic signatures are legally binding. You acknowledge that our privacy policy is available to you.

**Right to review the Lease.** Before you submit an Application or pay any fees or deposits, you have the right to review the Application and Lease, as well as any community rules or policies we have. You may also consult an attorney. These documents are binding legal documents when signed. We will not take a particular dwelling off the market until we receive a completed Application and any other required information or monies to rent that dwelling. Additional provisions or changes may be made in the Lease if agreed to in writing by all parties. You are entitled to a copy of the Lease after it is fully signed.

Images on our website may represent a sample of a unit and may not reflect specific details of any unit. For information not found on our website regarding availability, unit characteristics or other questions, please call or visit our office.

**This Application and the Lease are binding documents when signed. Before submitting an Application or signing a Lease, you may take a copy of these documents to review and/or consult an attorney. Additional provisions or changes may be made in the Lease if agreed to in writing by all parties.**

\_\_\_\_\_  
Applicant's signature

\_\_\_\_\_  
Date

**FOR OFFICE USE ONLY**

- 1. Apt. name or dwelling address (street, city): \_\_\_\_\_ Unit # or type: \_\_\_\_\_
- 2. Person accepting application: \_\_\_\_\_ Phone: \_\_\_\_\_
- 3. Person processing application: \_\_\_\_\_ Phone: \_\_\_\_\_
- 4. Date that the applicant or co-applicant was notified  by telephone,  by letter,  by email, or  in person of  acceptance or  nonacceptance: \_\_\_\_\_  
(Deadline for applicant and all co-applicants to sign lease is three days after notification of acceptance in person or by telephone, five days if by mail.)
- 5. Name of person or persons notified (if there are more than one applicant, at least one of them must be notified): \_\_\_\_\_
- 6. Name of owner's representative who notified the applicant: \_\_\_\_\_

**Additional comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FDI MANAGEMENT SERVICES**  
**RENTAL APPLICATION APPROVAL CRITERIA**  
**Spring Trace**  
**Revised and Effective March 19, 2024**

**Welcome to our community. Before you apply to rent an apartment, please take time to review our rental application and approval criteria. The following information is offered so that all applicants will have available to them a detailed statement of the rental qualifying policies.**

We will not discriminate against any person in the rental of an apartment because of race, color, religion, national origin, sex, age, familial status, sexual orientation or mental or physical handicap.

The term "applicant(s)" under these criteria means the persons that will be signing the Lease as a "resident"; the term "occupant(s)" in these criteria means the person or persons that are authorized occupants under the lease. Please also note that these are our current rental criteria; nothing contained in these requirements shall constitute a guarantee or representation by us that all residents and current occupants currently living here have met these requirements. There may be residents and occupants that have resided on the premises prior to these requirements going into effect; additionally, our ability to verify whether these requirements have been met is limited to the information we receive from the various credit reporting services used.

**Apartment Community:**

We are a Senior living community which means we provide senior housing for individuals who are 55 years of age and older. No person under the age of 18 can occupy a unit at this property.

**Application for Residency:**

An Application for Residency must be completed and maintained for each adult applicant. Each applicant must complete the rental application fully and accurately. Falsification of information will result in denial of residency.

"Personas con discapacidades tienen derecho de pedir  
acomodaciones razonables para participar en el  
proceso de aplicación."

**Las Aplicaciones serán aceptadas solamente por vía, correo, fax, y correo electrónico, y las aplicaciones no serán procesadas, hasta no recibir la cuota por procesar las aplicaciones. Gracias.**

**"Individuals/people with disabilities have a right to request reasonable accommodations to participate in the application process."**

**Applications will be accepted in the community office as well as mail, fax or email and the applications will not be processed until the application fee is received, thanks.**

**Occupants:**

Occupancy will be limited to no more than three (3) persons in a one-bedroom apartment, five (5) persons in a two-bedroom apartment. At no time during the residency shall the occupancy exceed four (4) persons in a one-bedroom apartment, six (6) persons in a two-bedroom apartment.

All adult occupants will be considered as responsible residents under the Lease Agreement and will be asked to sign the Lease as a resident.

**Application Fee:**

Each applicant must pay a non-refundable application fee of \$25.00 for the first single applicant and \$20.00 for each additional adult. Because there are no exceptions, it is important that you review this information carefully before submitting an application, making certain that, to the best of your knowledge, you meet the rental application approval criteria stated.

**Deposit:**

Each applicant must pay a security deposit with a minimum of \$250.00 for a one bedroom or \$350.00 for a two bedroom. Deposit is due in full prior to move in.

**Rent:**

The first full month's rent is due in full prior to taking possession of the apartment, otherwise, only the prorated rent will be due. Office personnel will notify applicants prior to moving in as to the total amount due.

**Identification:**

All visitors must present a valid driver's license or other photo identification to view the community. Other acceptable forms of identification are: Valid state issued ID card, valid Military ID card or a valid Passport. In addition, each applicant must provide one of the following forms of identification for the verification process to begin: United States government issued Social Security number, ITIN number, student visa, (I-20), current work visa, (I-94) or temporary resident alien card verifying approved entry by the United States government, (I-94W.) All applicants must either be an eligible citizen or an eligible non-citizen. Proof of citizenship is required. All applicants must be at least 18 years of age or older unless emancipated.

**Income/Employment:**

Applicants must have a gross income source that can be verified and is at least: 2 (two) times their monthly rent portion of the apartment being leased. Acceptable income verification required includes the applicant's last two (2) months' worth of pay stubs or an employment verification signed by a direct supervisor, payroll, or human resources department representative. In the event

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of a job change, the previous employment will be verified, and the applicant must provide a copy of an employment contract or written offer letter from the new employer.

Self-employed applicants will be required to provide either the previous year's tax return or bank statements for the last six (6) months. Proof of retirement benefits, disability income or full-time student status will be required.

For properties that participate in government sponsored programs, income may not exceed TDHCA limits. Third party verification may be required due to Federal Programs income guidelines which may apply. The community representative will provide complete income information.

Applicants with no income must provide evidence of their ability to pay utility bills and meet basic household living expenses.

#### **Credit History:**

A credit report is part of the approval process and can disqualify an applicant from renting an apartment home at this community. A credit report that could result in denial is one which reflects past or current bad debts, late payments or unpaid bills, liens, judgments, or bankruptcies. The credit report will be run by a third-party provider.

Spring Trace will run a credit check and obtain a credit report on all adult applicant(s).

The purpose of the credit report is to obtain information on the applicant's history of meeting financial obligations, future ability to make timely rent payments and to determine whether the applicant has ever been evicted from a rental unit. Spring Trace will contact the current housing provider to determine the applicant's current lease.

#### **Student Eligibility:**

Households occupied exclusively by full-time students are not allowed unless all members of the household are married and file a joint IRS tax return, or, the household consists of single parent(s) and minor child (or children) and no one in the household is a dependent of a third party, or, at least one member of the household receives assistance under title IV of the social security act, or, at least one member of the household is participating in an officially sanctioned job training program.

#### **Reasonable Accommodations**

Spring Trace will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504 of the Rehabilitation Act of 1973, Spring Trace will provide reasonable accommodation for individuals with handicaps or disabilities (applicants or residents). Spring Trace will make **reasonable** adjustments to rules, policies, and services to enable an applicant or resident with a disability to have an equal opportunity to use and enjoy the unit and the common area of dwelling, or to participate in or have access to other activities conducted or sponsored by Spring Trace. **Requests for reasonable accommodation may be made by contacting the management office.** Spring Trace will respond to the resident within fourteen (14) days.

In reaching a reasonable accommodation with, or performing structural modifications for otherwise qualified individuals with disabilities, Spring Trace is not required to:

- Make structural alterations that require the removal or altering of a load-bearing structural member.
- Provide support services that are not already part of its housing programs.
- Take any action that would result in a fundamental alteration in the nature of the program or service.
- Take any action that would result in an undue financial and administrative burden on Spring Trace, including structural impracticality as defined in the Uniform Federal Accessibility Standards (UFAS).

Spring Trace **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. Chapter 1, Subchapter B of the title provides more detail about reasonable accommodations.**

#### **VIOLENCE AGAINST WOMEN ACT**

VAWA 2013 is designed to protect both child and adult victims of domestic violence, dating violence, sexual assault, and stalking. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy, or occupancy rights of the victim of abuse. The Final Rule was published on December 16, 2016.

A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

#### **Protections for Applicants**

If you otherwise qualify for assistance under this (or any) property's HUD program requirements you cannot be denied admission or denied assistance solely because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

#### **Protections for Tenants**

If you are receiving assistance under this (or any) property's HUD program requirements you may not be denied assistance, terminated from participation, or be evicted from your rental housing solely because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under this (or any) property's HUD program requirements solely based on criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

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Removing the Abuser or Perpetrator from the Household Management may divide (bifurcate) your lease to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If management chooses to remove the abuser or perpetrator, management may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants.

If the evicted abuser or perpetrator was the only tenant who established eligibility for assistance under the program, management must allow the tenant who is (or has been) a victim and other household members to remain in the unit for a period to:

- (a) establish eligibility under the program, or
- (b) establish eligibility under another HUD housing program covered by VAWA, or
- (c) to find alternative housing.

In removing the abuser or perpetrator from the household, management must follow federal, state, and local eviction procedures. To divide a lease management may (but is not required to) ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

### **Moving to Another Unit**

Upon your request management may permit you to move to another unit, subject to the availability of other units, and keep your assistance. To approve a request management may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking.

If the request is a request for emergency transfer management may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

**(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.**

If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation as described in the documentation section below.

**(2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form or may accept another written or oral request.

**(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.**

This means you have reason to fear that if you do not receive a transfer, you would suffer violence in the very near future.

### **OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90 calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90 calendar-day period before you expressly request the transfer.

Management will keep all requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, as well as the location of any move by such victims and their families, confidential. The property's emergency transfer plan provides further information on emergency transfers and, effective June 14, 2017, management must give you a copy if you ask for it.

### **Documenting You Are (or Have Been) a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

Management can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Such request from management must be in writing, and management must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. Management may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to management as documentation. It is your choice which of the following to submit if management asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by management with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that management has agreed to accept.

If you fail or refuse to provide one of these documents within 14 business days, management does not have to provide you with the protections contained in this notice. If management receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), management has the right to request that you provide third-party documentation within thirty 30 calendar days to

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resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, management does not have to provide you with the protections contained in this notice.

### **Confidentiality**

Management must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

Management must not allow any individual administering assistance or other services on behalf of management (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law. Management must not enter your information into any shared database or disclose your information to any other entity or individual.

Management, however, may disclose the information provided if:

- You give written permission to management to release the information on a time limited basis.
- Management needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires management or your landlord to release the information. VAWA does not limit management's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

### **Reasons a Tenant Eligible for Occupancy Rights Under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted, and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, management cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking. The protections described in this notice might not apply, and you could be evicted, and your assistance terminated, if management can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If management can demonstrate the above, management should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

### **Other Laws**

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

### **Non-Compliance with The Requirements of This Notice**

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with the **Texas Department of Housing & Community Affairs**.

### **For Additional Information**

You may view a copy of HUD's final VAWA rule at <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf> Additionally, management must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact your property manager. For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY).

You may also contact <https://www.texasattorneygeneral.gov/cvs/rent-and-relocation>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <http://www.victimsofcrime.org/ourprograms/stalking-resource-center>.

For help regarding sexual assault, you may contact <https://ohl.rainn.org/online>.

Victims of stalking seeking help may contact <http://www.ovc.gov/map.html> or <http://www.ovc.gov/help/tollfree.html>.

Attachment: CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING, AND ALTERNATE DOCUMENTATION

### **Protections for Applicants**

If you otherwise qualify for assistance under this (or any) property's HUD program requirements you cannot be denied admission or denied assistance solely because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

### **Protections for Tenants**

If you are receiving assistance under this (or any) property's HUD program requirements you may not be denied assistance, terminated from participation, or be evicted from your rental housing solely because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under this (or any) property's HUD program requirements solely based on criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

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Management may divide (bifurcate) your lease to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If management chooses to remove the abuser or perpetrator, management may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants.

If the evicted abuser or perpetrator was the only tenant who established eligibility for assistance under the program, management must allow the tenant who is (or has been) a victim and other household members to remain in the unit for a period to:

- (a) establish eligibility under the program, or
- (b) establish eligibility under another HUD housing program covered by VAWA, or
- (c) to find alternative housing.

In removing the abuser or perpetrator from the household, management must follow federal, state, and local eviction procedures. To divide a lease management may (but is not required to) ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

#### **Residence History:**

Up to 3 (three) years of rental history must be verified. All rental history will require third party verification. A positive record of prompt monthly payment, sufficient notice, with no damages is expected. A record of disturbance to neighbors, destruction of property or living or housekeeping habits which adversely affect the health, safety, or welfare of other residents will be denied occupancy. For applicants who are homeowners, permission must be granted to verify payment history with the bank or lending institution. An unsatisfactory residence history would include owing previous landlord money, eviction for non-payment of rent or eviction for non-monitory reasons.

Applicants with no rental history may provide letters from their family or guardians certifying the applicant has never rented anywhere and has not established rental history but will be handled on a case-by-case basis.

#### **Wait List:**

All applications, whether complete, eligible, or ineligible, will be placed on the wait list. **Existing households on the wait list for in-house transfers take priority over prospective tenants.**

The wait list will document the final disposition of all applications:

(Rejected, withdrawn, or placed in a unit).

The date and time a complete application was submitted will be recorded on the wait list and will establish priority for selection from the list. If an applicant submits an incomplete application, they will be notified in writing within 7 days of the items that are needed for the application to be considered complete and that priority will not be established until the additional items are received.

#### **Selecting Applications from the Wait List:**

Once an applicant has submitted a complete application and signed a form authorizing the owner to verify employment, the date and time must be recorded on the wait list to establish priority for selection.

Selection from the wait list will be made per date and time in the following order:

Vacant units will be assigned and/or offered to applicants/residents of the wait list for the following:

##### 1. In place residents:

- Units needing transfer because of family size.
- Needing a new unit because of changes in family composition.
- Unit transfer because of deeper subsidy.
- A unit transfer for a medical reason certified by a doctor; or
- Unit transfer based on the need for an accessible unit.

##### 2. New Applicants

- Applicants whose annual income falls below extremely low-income limits.
- Applicants displaced by Government action or presidential declared disaster.
- **Applicants will be screened to maintain the 40% low-income move-in ratio required on Section 8 Projects. This is determined by the effective date of the initial HAP contract for the property. A waitlist that monitors the income limits for households will be maintained on-site to ensure that not less than 40% of the assisted units under the contract are leased to families with extremely low income (30% AMI) during the owner's fiscal year. This will be achieved by admitting only extremely Low-income families until the 40% target is met.**
- Applicants that indicate need for accessible units will be prioritized over those applicants who do not when an accessible unit is available.
- Notwithstanding the above referenced selection process, preference will be given to applicants filling lower rent restricted units. Additionally, preference will not be given to prospective applicants over existing households.

NOTE: The order of preference is current residents first, then applicants. Requested/needed transfers are recorded on a separate list; being kept in the Waiting List Master File. The order of preference remains the same as listed above.

**Within 7 calendar days of receipt of a complete application, the applicant will be notified in writing that the applicant has been selected for immediate occupancy, placed on a wait list, or rejected. Applicants that qualify under VAWA will be considered without regard for the qualifying event.**

The wait list will remain open until such a time that an announcement stating otherwise is posted at Spring Trace 24505 Aldine Westfield Rd. spring TX 77373. Should the applicant pool exceed the number of applicants that may be housed in a 1.5-year time period, the management may opt to close the list for a specific period. This date and period of closure will be

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stated within the closure notice posted in the leasing office. Notice that the wait list will be re-opened will be given in the same manner as it was closed.

**Applicants must update their applications every 6 months with current information.** Any applicant that fails to supply the requested information within 14 days of the original request will automatically be purged from the active wait list.

## **UNIT TRANSFERS**

A resident can transfer units for the following reasons:

- Reasonable Accommodations, which includes transferring into a unit that is specially designed for a person or household member that needs the features of a handicapped accessible unit.
- Transferring to meet Occupancy Standards
- Transferring because they have been on the wait list for a lower rent restricted unit.

A new security deposit will be required for anyone transferring into another unit.

Rent and late fees must be paid in full prior to transferring into any other unit.

All persons transferring will be required to have a detailed inspection done on the unit that they are transferring from, and must correct any deficiencies, such as cleaning, prior to being allowed to transfer units. Any damage found from this detailed inspection, that is not normal wear and tear, must be paid, or payment arrangements made, per the damage cost list, prior to transferring into the new unit. Resident and management must conduct a move out inspection together. All cleaning or damages not corrected or missed during the detailed inspection will be deducted from the security deposit that is being held for that unit. Within 5 working days of the transfer, the resident will receive a Security Deposit Disposition that shows what deductions are being held from your deposit and what you will be receiving in refund. If the resident owes after deducting any charges from the security deposit, the resident must pay these charges within 30 calendar days. Failure to pay any cleaning or damage charges from the unit that resident transferred from, will result in termination of lease from the new unit.

*All 3 buildings are EACH treated as part of a multiple building project for the purpose of section 42. Each 8609 line 8(b) has box "yes" checked. Each building has been identified as part of a group of buildings in the apartment community. Transfers can be made to other buildings in accordance with this transfer policy.*

### **Denied Applications:**

Within 7 days of determining whether an application is approved or denied, the applicant will be provided a written notification of grounds for rejection along with contact information for any third party used to gather information used in this process.

A Denied Application Log will be kept on-site that documents, at minimum, basic demographic information, the reason for the denial along with the current selection criteria in place at the time the applicant applied and a notice of the denial notice.

Denied applicants may reapply after 6 (six) months.

### **Non-Renewal Notice/Termination:**

Non-Renewal and Termination Notices will be delivered to residents by either mail or hand-delivered to the inside of their apartment door. These notices will contain the required VAWA language and will inform residents how they can request reasonable accommodations in relation to the notice. The notice will also include information on any appeals process that is used or can be utilized.

### **Criminal History:**

A criminal background check will be run on all Applicants, any occupant or lease holder over the age of 18.

1. Applicants will be denied if convicted of offenses listed under Section 3g(a) of the Texas Code of Criminal Procedure including the following offenses:

- Murder
- Capital murder
- Indecency with a child by contact
- Aggravated kidnapping
- Aggravated sexual assault
- Aggravated robbery
- An offense under Chapter 481 of the Texas Health and Safety Code, for which punishment is increased under:
  - Section 481.140 of the Texas Health and Safety Code; or
  - Section 481.134(c), (d), (e), or (f) of the Texas Health and Safety Code, if it is shown that the offender has been previously convicted of an offense for which punishment was increased under the aforementioned subsections.
- Sexual assault
- Injury to a child, elderly individual, or disabled individual, if the offense is punishable as a felony of the first degree and the victim of the offense is a child
- Sexual performance by a child
- An offense under Section 15.03 of the Texas Penal Code, if the offense is punishable as a felony of the first degree
- Compelling prostitution
- Trafficking of persons

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- Burglary, if the offense is punishable under Section 30.02(d) of the Texas Penal Code and the actor committed the offense with the intent to commit a felony under Section 21.02, 21.11, 22.011, 22.021, or 25.02 of the Texas Penal Code
  - Any offense where the offender used or exhibited a deadly weapon during the commission of a felony offense or during immediate flight therefrom
2. Applicant(s) will be denied if receiving a reportable conviction or adjudication, as defined by Article 62.001 of the Texas Code of Criminal Procedure which requires offenders to be registered as a sex offender.
  3. Applicant(s) will be denied if convicted or subject to deferred adjudication for a felony not listed above if the incarceration, probation, or deferred adjudication period was completed within 10 years from the date of application.
  4. Applicant(s) will be denied if convicted or subject to deferred adjudication for a Class A or B misdemeanor involving drug-related or violent crimes if the incarceration, probation, or deferred adjudication period was completed within 5 years from the date of application.

Applicant will be automatically denied if the applicant's name appears on the list of known terrorists and wanted fugitives as provided by the Office of Foreign Asset Control (OFAC), federal agencies to include the FBI and other state and local enforcement agencies. Applicant will be automatically denied if the applicant's name appears on the list of known terrorists and wanted fugitives as provided by the Office of Foreign Asset Control (OFAC), federal agencies to include the FBI and other state and local enforcement agencies.

Other convictions or deferred adjudication of offenses will be reviewed on an individual basis.

No applicants will be admitted who have been evicted from federally assisted housing for drug-related criminal activity in the last three years.

**Note:** This requirement does not constitute a guarantee or representation that residents or occupants residing at this apartment community have not been convicted of a crime or are not subject to deferred adjudication for a crime.

## ANIMALS

We **do not** allow pets at this property.

We **do** allow pets at this property, with a signed Animal Addendum and paid fees.

If our community is pet friendly and we encourage our residents to enjoy approved pets in their apartments to enhance their lifestyle and the enjoyment of their home. Understanding the policies will ensure the comfort of all our residents, staff and our furry friends.

Our property utilizes Pet Screening.com to screen household pets, validate reasonable accommodation requests for assistance animals, and confirm every resident understands our pet policies. To facilitate the screening and validation process, [PetScreening](#) offers our applicants and residents help in managing pet and animal records.

All current and future residents are required to create a PetScreening.com profile, even if there is not going to be a pet in the apartment. If a pet resides in the apartment, upon completion of the PetScreening.com Profile, a fido score will be generated for each pet. The Fido Score determines whether the pet is accepted and the applicable pet fees that apply. See our Fee Schedule below.

[PetScreening](#) has direct integration with Onsite and creating a Pet Profile is part of the online application process for all new applicants and residents at the time of renewal.

- Applicants or Residents with no pets will be required to create a "No-Pet Profile" to acknowledge our pet policies.
- Applicants or Residents with pet(s) must create a "Pet Profile" for each pet.
- Applicants or Residents with an Assistance Animal Accommodation Request must complete an "Assistance Animal Profile" for each animal.
- Applicants must agree to pet policies and terms before they can proceed with rental application, but [PetScreening](#) will not deny any applicant or hold up the application process.
- Applicants or Residents will receive a digital Pet Passport for each pet and a FIDO Score of 1-5 based on the inherent risk each pet will bring.
- Residents will receive email reminders from [PetScreening](#) when pet vaccinations are expiring.
- Pet Screening will handle all Assistance Animal Accommodation Requests. See Assistance Animals for more information.
- Applicants will submit an Assistance Animal Profile and the [PetScreening](#) team will review the request based on Federal guidelines and conduct a legal review/verification. Each request will be uniquely reviewed. Pet Screening will approve the request or follow up with the applicant to let them know why their pet was not approved as an Assistance Animal.

## Required Documentation

Applicants must be prepared to fill out all fields that are applicable in the [PetScreening.com](#) Profile, so an accurate Fido Score is generated. If additional details are added later that result in a higher Fido Score, a refund will not be issued for the difference. Any pet with a Fido Score below 3 will not be accepted. Fee Schedule Applicants and Residents are responsible for the [PetScreening.com](#) Profile Fee(s) as follows:

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- \$25 per pet annually (if paid via credit)
- \$20 per pet annually (if paid via ACH)
- \$20 per pet at time of renewal (if paid via credit)
- \$15 per pet annually (if paid via ACH)
- [PetScreening.com](https://www.petscreening.com) Pet Profile Fees are not required for approved Assistance Animals.

There is a monthly/per pet fee that will be added to the lease agreements. This does not include the [PetScreening.com](https://www.petscreening.com) Profile Fee.

- \$20 Per Pet Per month
- Monthly Pet Fees are not required for approved Assistance Animals.
- Based on the [PetScreening.com](https://www.petscreening.com) Fido Score, the following non-refundable pet fees apply per pet:
- Fido Score of 5 = \$150
- Fido Score of 4 = \$200
- Fido Score of 3 = \$250
- Non-Refundable Pet Fees are not required for approved Assistance Animals.

#### Pet Restrictions

- Acceptable species include dogs, cats, fish, and birds. Exotic species are not permitted.
- Any pet with a [PetScreening](https://www.petscreening.com) Fido Score below 3 will not be accepted.
- No weight or age restrictions.
- The maximum allowable # of pets in each apartment are 2.
- Any animal which causes a noise disruption cannot remain.
- Residents with large fish tanks over 50 gallons must show proof of renters insurance with a special rider that covers damages of premises due to fish tank leakage of spills.

All animals must be listed on your animal addendum of the lease contract, and you must pay a pet deposit and pet fee and may be subject to monthly pet rent. Unauthorized pets are not allowed and must be removed from the property. Management reserves the right to remove animals from the property as per your lease contract. Aggressive breeds are prohibited. Residents that have signed Animal Addendums must abide by the addendum.

Out of courtesy to all neighboring residents, animals are not to be chained or kept on patios or balconies. All animals are to be kept inside the apartment. All animals must be on a leash when outside on property.

All animal waste is to be picked up immediately and disposed of properly. A \$25 waste removal fee will be charged, and a lease violation issued to anyone failing to pick up after their pet. Animal owners are responsible for any damage or harm involving their animal.

This policy does not apply to properly documented and approved service animals.

#### **IT IS YOUR RESPONSIBILITY TO MAKE SURE YOUR PET QUALIFIES BEFORE MOVING IN.**

##### **Lease Guarantors and Co-signers:**

Note that this company does not permit co-signers. If you are a first-time renter or do not have sufficient income, you may still qualify if you provide a guarantor who meets our qualifications and agrees to be responsible for your lease obligations. To qualify as a guarantor, the individual must have a gross monthly income of at least 4 (four) times the monthly rent you will pay and must meet all other qualifying criteria. Each guarantor must complete and sign our lease guaranty agreement. Guarantors may be held responsible for all your lease obligations, including the entire rent and other costs, such as damage, even if you have roommates. The guarantor must reside in the USA and qualify based not only on the proposed rent amount for the applicant's apartment, but the combination of the proposed rent plus their own housing obligation.

##### **Validity Period:**

Approved applications remain in good standing for a period of ninety (90) days from the approval date. If the lease is not signed and/or the applicant fails to occupy an apartment within the viable time, the application must be re-submitted for verification and approval AND a new application fee must be paid. The applicant will be placed at the bottom of the wait list.

##### **Disclaimer:**

The property owner, through its managing agent, will make reasonable efforts to verify information contained on the rental application to determine if the applicant meets the minimum leasing criteria. If information is not available, then the applicant may not meet all leasing criteria and the application may be refused.

The property owner and its managing agent reserve the right to modify its leasing criteria at any time without notice.

Falsification of any information will result in forfeiture of all deposits. Additionally, providing any false, misleading, or incomplete information on the application will be sufficient for rejection.

**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.**

##### **Grievance Procedure:**

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**General:**

(1) This policy is furnished so that you will know, always, what procedure we will follow should a dispute develop. The intent of this procedure is to provide a fair and equitable process for addressing tenant or prospective tenant concerns.

(2) Any tenant or prospective tenant seeking occupancy in or use of FDI Management Group facilities who believes he or she is being discriminated against because of age, race, color, religion, sex, familial status, disability, or national origin may file a complaint by mail to our Director of Fair Housing, 26303 Oak Ridge Dr. Spring, TX 77380. Interpretation services for tenants or prospective tenants with limited English proficiency are also available upon request.

**Rejected/Ineligible:**

Rejection letters will be mailed to the applicant within 7 days of rejection designation. You will be advised as to the reason for the rejection. Information will include the agency providing the information from which the rejection was based.

_____	_____	_____	_____
Applicant Signature	Date	Applicant Signature	Date

_____	_____	_____	_____
Applicant Signature	Date	Applicant Signature	Date

_____	_____
Management Representative Signature	Date

*The screening of all applicants will be applied uniformly and, in a manner, consistent with all applicable laws including the Texas and Federal Fair Housing Acts, the Federal Credit Reporting Act, program guidelines and the Departments rules.*

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