

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 _____

Co-applicant name _____ Email _____

Co-applicant name _____ Email _____

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): \$**15.00**
 - B. Application deposit (may or may not be refundable) \$ _____
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 CSH Westheimer Garden Villas Ltd

(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 CSH Westheimer Garden Villas Ltd

(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: _____



Supplemental Rental Application for Units Under Government Regulated Affordable Housing Programs

Date when filled out: _____

- Supplemental Information.** The purpose of this Supplemental Rental Application is to determine whether you qualify for affordable rental housing under a government regulated affordable housing program. It is very important that you answer all questions fully and accurately.
- Employment Update.** Present employer: _____
Address: _____ City, State, ZIP: _____
Work Phone: _____ Position: _____
- Household Composition.** List all persons, including yourself, who will be living in your household.

Number of Persons	Full Name	Relationship	Age	Student Status
1 (Head of Household)				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
2				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
3				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
4				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
5				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
6				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A

Does anyone live with you now who is not listed above? Yes No. Does anyone plan to live with you in the future who is not listed above? Yes No. If you answered "Yes" to any question, please explain: _____

Are any of the household members listed above: Foster children? Yes No Live-in attendants? Yes No

Were any of the names listed above students in the year this application was completed? Yes No. Do any of them plan to be students in the year this application is completed? Yes No. If you answered "Yes" to either question, please explain: _____

- Income.** List all income of all adults and persons in your household, including those under 18 (except for income earned from employment by persons under the age of 18 who are dependents of another household member).

Gross Monthly Income Source: <i>Indicate whether anyone in your household receives income from the following</i>		Applicant	Co-Applicant	Other Household Members	Total
Salary	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Overtime Pay	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Commissions and Fees	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Tips and Bonuses	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Interest and/or Dividends	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Net Income from Business	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Net Rental Income	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Social Security, Supplemental Security Income	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Pensions, Retirement Funds, etc.	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Support from Parents or Relatives	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Unemployment Benefits	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Workers' Compensation, etc.	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Alimony	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Sources of Child Support:					
• Court-ordered (regardless if paid)	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
• Voluntary payments	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
• Anticipated payments	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
AFDC/TANF	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Student Financial Assistance	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Other: <input type="checkbox"/> Yes <input type="checkbox"/> No (explain)		\$	\$	\$	\$
TOTAL \$					

- Assets.** List all assets of all adults and persons in your household, including those under the age of 18.

Listing of All Assets	Cash Value	Annual Interest, Dividends or Rent from Assets	Name of Financial Institution or Description of Asset	Account Number
Checking Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Savings Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Credit Union Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Stocks, Bonds or Mutual Funds <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Real Estate or Home <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
IRA/Keough Account <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Retirement Fund (401(k), 457, 403(b), etc.) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Pension Fund <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Trust Fund <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Mortgage Note Held <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Whole Life Insurance <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Cash Value				
Other: <input type="checkbox"/> Yes <input type="checkbox"/> No (explain)	\$	\$		

- Rental Assistance.** Do you receive any type of federal, state, or local government rental assistance? Yes No. If yes, please explain: _____
- Asset Verification.** Have you disposed of any assets for less than fair market value in the last two years preceding the date of this application? Yes No.
- Certification.** By signing this Supplemental Rental Application, you as the applicant are certifying that all the above information is true and correct. You are consenting to disclosure of income and financial information from your employer(s) and any financial institutions where your assets are kept.
- Recertification.** If this form is being used for recertification and you have changed employment during the past year, you must complete the "Your Work" section of the TAA Rental Application.

Applicant

Date of Signing Application

Co-Applicant

Date of Signing Application

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
RELEASE AND CONSENT FORM

I. THIS SECTION TO BE COMPLETED BY DEVELOPMENT	
Development Name: Westheimer Garden Villas	TDHCA/CMTS Number: 21006
Contact Name:	Contact Title: Property Manager
Development Address: 5811 Winsome Lane Houston TX. 77057	Phone: 713.282.1018
Email Address: wgvmanager@ti-f.org	Fax:

II. THIS SECTION TO BE COMPLETED BY APPLICANT
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Applicant/Resident Name:

I/We _____, the undersigned hereby authorize all persons or companies in the categories listed below to release information regarding employment, income and/or assets for purposes of verifying information on my/our application for participation in a Texas Department of Housing and Community Affairs (TDHCA) Affordable Housing Program. I/we authorize release of information without liability to the administrator/owner/management listed above, and/or the Texas Department of Housing and Community Affairs and/or the Department's service provider.

INFORMATION COVERED

I/We understand that previous or current information regarding me/us may be needed. Verifications and inquiries that may be requested include, but are not limited to: personal identity, student status, employment, income, assets, and medical or childcare allowances. I/We understand that this authorization cannot be used to obtain information about me/us that is not pertinent to my eligibility for and continued participation in a TDHCA Affordable Housing Program.

GROUPS OR INDIVIDUALS THAT MAY BE ASKED

The groups or individuals that may be asked to release the above information include, but are not limited to:

- | | | |
|--------------------------------------|--------------------------------|----------------------------------|
| Past and Present Employers | Welfare Agencies | Veterans Administrations |
| Support and Alimony Providers | State Unemployment Agencies | Retirement Systems |
| Educational Institutions | Social Security Administration | Medical and Child Care Providers |
| Bank and other Financial | Utility Providers | Previous Landlords |
| Institutions Public Housing Agencies | Appraisal Districts | Insurance Carrier |

III. APPLICANT CERTIFICATION

I/We agree that a photocopy of this authorization may be used for the purposes stated above. The original of this authorization is on file and **will stay in effect for a year and one month** from the date signed. I/We understand I/ We have a right to review this file and correct any information that is incorrect.

Applicant/Resident Printed Name	Signature	Date
Co-Applicant/Resident Printed Name	Signature	Date
Other Adult Member Printed Name	Signature	Date
Other Adult Member Printed Name	Signature	Date

NOTE: THIS GENERAL CONSENT MAY NOT BE USED TO REQUEST A COPY OF A TAX RETURN. IF A COPY OF A TAX RETURN IS NEEDED, IRS FORM 4506, "REQUEST FOR COPY OF A TAX FORM" MUST BE PREPARED AND SIGNED SEPARATELY.

ANTICIPATED CHANGES AFFIDAVIT

Applicant/Resident: _____ Unit #: _____

Do you anticipate any changes to income in the next 12 months? YES NO

Do you anticipate any changes to assets in the next 12 months? YES NO

If YES, please explain:

I certify that the information contained on this form is true and accurate to the best of my knowledge. I further understand that this Affidavit is made as part of the qualification procedure to determine eligibility for residency, and that any misrepresentation herein will be considered a material breach of the lease agreement, which may result in eviction proceedings being initiated.

Signature of Applicant/Resident: _____ Date: _____

Signature of Applicant/Resident: _____ Date: _____

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

Asset Certification of Net Family Assets

For households whose combined net assets do not exceed the Imputation Threshold as defined by HUD at:

<https://www.huduser.gov/portal/datasets/inflationary-adjustments-notifications.html>

(Complete only one form per household; include assets of minors.)

Head of Household Name: _____ Unit No.: _____

Development Name and Address: Westheimer Garden Villas - 5811 Winsome Lane Houston TX. 77057

Complete all that apply for 1 through 4:

1. My/our assets include (enter n/a in (A) if you do not own the respective asset):

Source	(A) Cash Value	(B) Int. Rate	(A*B) Annual Income	Source	(A) Cash Value	(B) Int. Rate	(A*B) Annual Income
Savings Account(s)	\$ _____	_____ %	\$ _____	Checking Account(s)	\$ _____	_____ %	\$ _____
Certificates of Deposit	\$ _____	_____ %	\$ _____	Money Market Funds	\$ _____	_____ %	\$ _____
Stocks	\$ _____	_____ %	\$ _____	Bonds	\$ _____	_____ %	\$ _____
Peer to Peer (Cash App, Venmo, Paypal, etc.)	\$ _____	_____ %	\$ _____	Trust Funds	\$ _____	_____ %	\$ _____
Equity in Real Estate	\$ _____	_____ %	\$ _____	Land Contracts	\$ _____	_____ %	\$ _____
Lump Sum Receipts	\$ _____	_____ %	\$ _____	Capital Investments	\$ _____	_____ %	\$ _____
Bitcoin/ Cryptocurrency	\$ _____	_____ %	\$ _____	GoFundMe/Crowdsourcing	\$ _____	_____ %	\$ _____
Life Insurance (Excluding Term)	\$ _____	_____ %	\$ _____	Pre-paid Debit Cards	\$ _____	_____ %	\$ _____
Cash on Hand	\$ _____	_____ %	\$ _____				
Personal Property Held as an Investment	\$ _____	_____ %	\$ _____	Explanation _____			
Other (list):	\$ _____	_____ %	\$ _____	Explanation _____			

PLEASE NOTE: Certain funds (e.g., Trust) may or may not be (fully) accessible to you. Include only those amounts which are accessible to you.

(Check either box 2 or box 3 below, not both)

2. Within the past two (2) years, I/we have sold or given away assets (including cash, real estate, etc.) for less than fair market value (FMV). Those amounts equal a total of: \$ _____ (enter the difference between FMV and the amount you received).
3. I/we have not sold or given away assets (including cash, real estate, etc.) for less than fair market value during the past two (2) years.
4. I/we do not have any assets at this time (do not check this box if you have entered any numbers in section 1, above).

The net family assets (as defined in 24 CFR 813.102) above do not exceed the Imputation Threshold, and the annual income from the net family assets is \$ _____ (enter the total of all (A*B) Annual Income in section 1 above). This amount is included in total gross annual income.

Signature of Applicant/Tenant _____ Date _____ Signature of Applicant/Tenant _____ Date _____

Signature of Applicant/Tenant _____ Date _____ Signature of Applicant/Tenant _____ Date _____

PENALTIES FOR MISUSING THIS CONTENT: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains, or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at 208 (a) (6), (7), and (8). Violations of these provisions are cited as violations of 42 USC 408 (a), (6), (7), and (8).

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CERTIFICATION OF STUDENT ELIGIBILITY (HTC/BOND/TCEP/TCAP)

Applicant/Tenant: _____

Circle A, B or C as applicable (**Note:** Students include those attending public or private elementary schools, middle or junior high schools, senior high schools, colleges, universities, technical, trade or mechanical schools, but does not include those attending on-the-job training courses). Also, a student is defined as someone who attends school full-time for any part of five or more months in a calendar year (months need not be consecutive):

- A. Household contains at least one occupant who is not a student, has not been a student, and will not be during the current and/or upcoming calendar year. If this item is checked, no further information is needed.
- B. Household contains all students, but is qualified because the following occupant(s): _____ is/are part-time student(s). Provide documentation of part-time student status for at least one member of the household.
- C. Household contains all full-time students for five or more months during the current and/or upcoming calendar year (months need not be consecutive). If this item is selected, questions 1-5, below must be completed.

- | | | | |
|----|--|-----|----|
| 1. | Is at least one student receiving assistance under title IV of the Social Security Act (for example, payments under AFDC)? | Yes | No |
| 2. | Was at least one student previously under the care and placement of the state agency responsible for administering foster care? (provide documentation of participation) | Yes | No |
| 3. | Does at least one student participate in a program receiving assistance under the Job Training Partnership Act (JTPA), Workforce Investment Act or under other similar federal, state or local laws? (attach documentation of participation) | Yes | No |
| 4. | Is at least one student a single parent with child(ren) and this parent is not a dependent of another individual and the child(ren) is/are not dependent(s) of someone other than a parent? | Yes | No |
| 5. | Are the students married and entitled to file a joint tax return? | Yes | No |

Households composed entirely of full-time students that are income eligible and satisfy one or more of the above conditions are considered eligible. If questions 1-5 are marked NO, or verification does not support the exception indicated, the household is considered an ineligible student household.

Under penalties of perjury, I/we certify that the information presented in this Annual Student Certification is true and accurate to the best of my/our knowledge and belief. I/we agree to notify management immediately of any changes in this household's student status. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading, or incomplete information may result in the termination of the lease agreement.

Signature of Applicant/Tenant

Date

Signature of Applicant/Tenant

Date



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
A Tenant Rights and Resources Guide
Acknowledgement of Receipt Form



DEPARTAMENTO DE VIVIENDA Y ASUNTOS COMUNITARIOS DE TEXAS
Guía de derechos y recursos de los inquilinos
Formulario de acuse de recibo

Property Name* / Nombre de la propiedad*: Westheimer Garden Villas

TDHCA File # / N.º de expediente de TDHCA: 21006

Household Name / Nombre del grupo familiar:

Unit Number / Número de unidad

* As listed in TDHCA's Compliance Monitoring Tracking System ("CMTS"). / Según se detalla en el Sistema de Seguimiento de Control de Cumplimiento del TDHCA ("CMTS", por sus siglas en inglés).

I/we acknowledge that I/we have received the *Resident's Guide* as of the date this document is signed below. / Acuso/acusamos recibo de la *Guía del Residente* a la fecha de firma de este documento.

Signature / Firma

Date / Fecha

Signature / Firma

Date / Fecha

Signature / Firma

Date / Fecha

Signature / Firma

Date / Fecha

Westheimer Garden Villas

Resident Selection Criteria

Effective: January 19, 2026

Welcome to Westheimer Garden Villas! Before you apply to lease an apartment, please take the time to review our rental requirements. The term "applicant(s)" under these requirements means any persons that will be signing the lease as a "resident." The term "occupant(s)" in these requirements means the person or persons who are authorized occupants under the lease. Some of our requirements apply to the applicants only; other requirements apply to all adult occupants. Please also note that these are the current rental requirements, and nothing contained in these requirements shall constitute a guarantee or representation that all occupants residing at **Westheimer Garden Villas** must meet these requirements. There may be occupants who have resided at **Westheimer Garden Villas** 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 resident screening services used. We are an equal housing opportunity provider that complies 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 10 TAC provides more detail about reasonable accommodations.

All applications will be screened equally without regard to any individual's race, color, religion, sex, handicap, familial status or national origin. 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 Texas Department of Housing and Community Affairs' rules. Section 8 Applicants are welcome.

Again, thank you for considering Westheimer Garden Villas and Welcome Home!

Eligibility Requirements:

Apartment Availability

Apartments are available on a first come, first served basis. Waiting lists are also on a first come, first served basis depending on availability. Our company policy prohibits employees from showing apartments that are not market ready, or to anyone that does not have valid picture identification card and identification number.

Availability Preferences

Handicap Accessible Unit Preference:

Before offering an available accessible unit to a non-handicapped applicant, management offers the unit to applicants in order as follows:

1. a current resident having a handicap requiring the accessibility features of the vacant unit and occupy a unit not having such features, or, if no such occupant exists, then
2. an eligible qualified applicant on the waiting list having a handicap requiring the accessibility features of the vacant
3. Residents or applicants that fall under VAWA or have any disability.

Non-Handicapped Accessible Unit Preference:

Management will offer available non-handicapped units to applicants in order as follows:

1. Residents or applicants that fall under VAWA or with any disability.

Identification

Each U.S. Citizen that applies for an apartment must have a Social Security Number and a government issued picture identification card. Non-U.S. Citizens must also provide a government issued picture identification card and identification number.

Age

Applicants must be 62 years or older.

Occupancy

All household members 18 years or older must complete an application. Co-Applicants must meet all requirements, excluding income and employment; although, income and employment will need to be verified and included in total household income.

No more than two people per bedroom, plus 1 additional person per unit.

Income

Total gross monthly income must meet or exceed the greater of 2.5 times the amount of the monthly rent for the specific unit type desired or \$2,500 annually. (Exception: Section 8 voucher holder's rent portion will be determined by the agency issuing the voucher; therefore, minimum income requirements will not apply to households with Section 8 vouchers.) This minimum income requirement is waived at annual recertification.

All sources of income and assets must be disclosed and will be verified. Acceptable forms of verification include, but are not limited to, 2-months most recent and consecutive paystubs, benefit letters from the source, bank statements, statements from investment accounts, 3rd party verifications sent directly to and received directly from the source.

Employment

All applicants must be currently employed with at least six months of consecutive employment or receiving Social Security or retirement benefits that meet the property income requirements. If moving from another city, new employment must be verified, and previous employment will also be checked. Applicants must provide the 2-months most recent consecutive pay stubs. If paystubs cannot be obtained, a 3rd -party employment verification must be sent from management to the employer and directly back to management from the employer.

If an applicant is self-employed, a tax return and Schedule C from the prior year, as submitted to the IRS, is required. (Note: A tax return must be filed for all self-employed individuals who operate sole-proprietorship businesses or otherwise report income on Schedule C, regardless of whether the taxpayer is reporting a profit or loss.) Additionally, a Self-Employment Affidavit must be filled out and executed by the self-employed applicant.

Rental History**

Verifiable consecutive good rental history is factored for qualification purposes. Applicants that have broken leases will be accepted as follows: (1) restitution has been made to the satisfaction of the property in which the violation was incurred against AND (2) during the 2 years prior to the current application, the applicant has continuous rental history with no uncured lease violations. Regarding the restitution, the property from which the lease was broken must verify that payment was made and accepted by the property as compensation for the broken lease (this must be on letterhead). A promise to pay is not acceptable.

Applicants that have evictions will be accepted as follows: (1) restitution has been made to the satisfaction of the property in which eviction was incurred against AND (2) during the 3 years prior to the current application, the applicant has continuous rental history with no uncured lease violations.

Homeownership must be verified by cancelled checks proving payment of each month for 6 consecutive months prior to this apartment lease date or a deed of trust if paid off. Additionally, the value of the home, less principle owed and cost to sell, must be documented and included as a household asset.

If renting a house from an individual, the applicant must provide: (1) a copy of the Lease Agreement; (2) at least 2 utility bills in applicant's name, the utility bill must have the house address on the bill; and (3) 6 months of cancelled checks showing rent payment. If applicant does not have a lease contract with the landlord, the landlord must fill out, and have notarized, a Request for Rental History form.

First time renters will be required to pay an additional deposit equal to one full month's rent if all other criteria are met.

Criminal Background**

Please consider the below as *Guidelines* for determinations of denials for Criminal History. Some offenses may not be categorized as below but may still have a basis for denial of occupancy. Criminal History will be evaluated on a case-by-case basis, as indicated in HUD guidance on the matter.

Automatic Denial Felony or Misdemeanor Conviction:

- Sex Offender Registration
- Murder, Homicide, Manslaughter related offenses
- Sexually Oriented offenses
- Threat/Terrorist Related offenses

Automatic Denial for Felony or Misdemeanor convictions within the past 3 years, including time elapsed since the date of any incarceration period, parole, or deferred adjudication period has concluded:

- Abuse/Assault and Battery related offenses
- Theft, Robbery, Breaking and Entering related offenses
- Abduction/Kidnapping offenses
- Arson related offenses
- Forgery, Money, Check related offenses
- Prostitution, Solicitation related offenses
- Fraud, Embezzlement, Tampering related offenses
- Firearms, Weapons, Explosive related offenses
- Narcotics Drug related offenses
- Gang related offenses
- Pornography related offenses
- Stolen Property related offenses



- Trespassing, Prowling related offenses
- Environmental, Animal related offenses
- Corruption of Minors related offenses

** Rental history and criminal background are screened by *SafeRent Solutions* and the decision for acceptance or non- acceptance is made by the property manager based on the requirements listed in this selection criteria.

Fees and Deposits:

Application Fees \$15 for the first applicant and \$15 for additional applicants

Deposits 1 bedroom \$200 2 bedroom \$300

Applicants with no rental history, including first-time renters, will be required to pay double deposits.

Applicant will be required to sign a lease within 14 days of application approval. The application deposit will be credited towards any required security deposit once the lease is signed. Otherwise, the application deposit will be refunded. All required deposits are fully refundable upon move out; however, any account balances including items listed in paragraph 41 of the TAA lease Contract may be deducted as liquidated damages.

Animal Policy:

Inside cats and dogs 25 lbs. and under, caged birds or fish with a 20-gallon fish aquarium maximum, no aggressive breeds. No exotic animals allowed. A refundable \$250 pet deposit is required, and \$10 monthly pet rent is enforced. Specific animal, breed, number, weight restrictions, pet rules, and pet deposits will not apply to households having a qualified service/assistance animal(s).

Households requesting reasonable accommodation for an assistance animal may be required to provide documentation from a health professional if the disability related need and the disability are not readily apparent. The documentation must verify the existence of the disability and the disability related need for the animal (the "nexus" between the disability and the requested accommodation).

Student Restrictions Tax Credit:

Households comprised of full-time students will not be accepted unless one of the following exceptions is met:

- I. An individual student who is receiving assistance under Title IV of the Social Security Act
- II. An individual student who was previously under the care and placement responsibility of the State agency responsible for administering a plan under part B or part E of title IV of the Social Security Act
- III. An individual student enrolled in a job training program receiving assistance under the Job Training Partnership Act or under other similar Federal, State or local laws
- IV. Single parents and their children and such parents are not dependents of another individual and such children are not dependents of another individual other than a parent of such children
- V. Married and file a joint tax return

Student Restrictions HOME:

An **individual** student between 18 and 23 years of age may only qualify if they meet one of the following criteria:

- A dependent of the household
- A veteran
- Married
- Has dependent child(ren)
- Disabled and receiving Section 8 as of 11/30/05

If none of the above apply, the individual student and his/her parents must be income eligible under the Section 8 program (even though the parents do not live in the unit) **OR** he/she must affirmatively demonstrate his/her independence from their parents. At which time the following criteria must be met:

- Legal contract age under Texas Law
- Established a separate household from his/her parent or legal guardian for at least one year before applying
- Not a dependent of his/her parents tax returns
- Written certification of amounts of financial assistance provided or not provided by the parents.



If none of the above apply, the individual student must meet the U.S. Department of Education's definition of an independent student. At which time, one of the following criteria must be met:

- Twenty-Four years old by December 31st of the current year
- An orphan or a ward of the court through the age of 18
- A veteran
- Have legal dependents other than a spouse or an elderly parent
- A graduate or professional student
- Married

A student is defined as an individual, who during any five (5) calendar months of a calendar year, is a full-time student at an educational organization; the 5 calendar months do not need to be consecutive.

Rejection Policy:

If an applicant is rejected, the management will notify the applicant via telephone or in person explaining the reason for rejection; a follow-up rejection letter will be mailed to the applicant within 7 days explaining the reason in writing. The rejection letter will include: (1) specific references to the resident selection criteria in which the denial is based; (2) contact information for the third parties that provided information on which the rejection was based; (3) their rights to dispute the accuracy of any information (see grievance policy), and (4) HUD forms 5380 and 5382 as they relate to VAWA. In accordance with the Violence Against Women Reauthorization Act of 2013 (VAWA), applicants will not be denied on the basis that the applicant has been a victim of domestic violence, dating violence, sexual assault, or stalking (see attached HUD forms 5380 and 5382).

Management keeps a log listing the applicant's name, the date of and reason for denial, the date the rejection letter was sent, and the management representative's signature.

Reasonable Accommodations:

Reasonable Accommodation requests may be requested, verbally or in writing, by an applicant or resident by contacting the property's leasing office. All requests will be responded to by management within 5 business days.

Households with person(s) with a disability may not be excluded from admission to the property because an accessible unit is not currently available or be required to rent a unit that has already been made accessible. Households with person(s) with a disability are not required to provide specific medical or disability information other than the disability verification that may be requested to verify eligibility for reasonable accommodation or special needs set aside programs.

Reasonable accommodations in the form of waivers of resident eligibility may be considered on a case-by-case basis where convictions or prior tenancy references can be attributed to a disability or domestic violence perpetrated against the applicant as covered under VAWA.

Residents requesting to transfer due to a reasonable accommodation situation may do so by notifying the property's leasing office, verbally or in writing. All requests will be responded to by management within 5 business days. Special consideration will be taken for residents needing a reasonable accommodation; including but not limited to, making the next available unit ready for the accommodation.

Violence Against Women Reauthorization Act (VAWA):

An applicant or resident of Westheimer Garden Villas may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis that the applicant or resident is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or resident otherwise qualifies for admission, assistance, participation, or occupancy.

In general, Westheimer Garden Villas may not construe an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking as a serious or repeated violation of a lease term by the victim or threatened victim or as good cause for terminating tenancy. However, in accordance with VAWA 2013, owners may bifurcate a lease to terminate the tenancy of an individual who is a tenant or lawful occupant and engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against another lawful occupant living in the unit or other affiliated individual as defined in the VAWA 2013, (see attached HUD forms 5380 and 5382).

Wait List Policy:

The wait list is a log of all applicants that wish to apply for a unit they desire to lease but is not currently available. A separate wait list will be held for each unit type and set-aside designation; applicants and residents will be made aware of lower set-asides and the process for renting a lower rent unit (relating to income eligibility). The waiting list will be closed when 10 applicants for any type/set-aside is reached; the list will be immediately reopened whenever less than 10 applicants are on the list.



To be put on the waiting list, the applicant must fill out and submit a Rental Application for Residents and Occupants (the "Application") (without paying an application fee or application deposit, which will be paid when the applicant is taken off the waiting list as described below).

Once an apartment becomes available, applicants on the wait list will be called in chronological order of the date they applied and based on their desired preferences, move in date, location, etc. Within 24 hours after applicant is taken off the waiting list, applicant will be required to: (i) pay an application fee and application deposit; and (ii) submit all backup documentation required by this Resident Selection Criteria and the Application. Background screening will not commence until a unit has been set determined, application fees have been paid in full and all back up documentation has been received by management.

If applicant fails to timely pay the application fee and application deposit, the Application shall be considered withdrawn, and applicant shall have no further right to be on the wait list or rent an apartment. Applicant acknowledges that applicant will not be deemed to have submitted a completed rental application until: (i) applicant has paid the application fee and application deposit; and (ii) applicant has submitted all backup documentation required by this Resident Selection Criteria and the Application. Applicant will be notified whether the Application is approved or denied. Applicant will be required to sign a lease within 14 days after the Application is approved. The application deposit will be credited towards any required security deposit once the lease is signed. Otherwise, the application deposit will be refunded.

Special consideration will be taken for applicants needing accessible units in accordance with 24 CFR 8.27 and applicable regulations relating to accessibility and reasonable accommodations. Special considerations will also be taken by applicants covered under the VAWA. Households not residing in the property will not be prioritized over those already residing at the property in instances in which an existing resident household is seeking a unit with lower income restriction than the unit in which they currently reside.

Waiting List Preferences: Same preference order as listed in Eligibility Requirements.

Changes in Household Designation Policy: Westheimer Garden Villas has the following set-asides:

9 HTC units @ 30% AMI 33 HTC and 10 HOME units @ 50% AMI 40 HTC and 40 HOME units @ 60% AMI

For mixed-income projects with annual recertifications required, household income will be reevaluated annually at recertification. When a household's income exceeds 140% of the highest applicable income limit, the Next Available Unit Rule (NAU) will be applied, and the household's low-income status will be switched to Market upon availability of an equal or smaller sized market unit.

A household's lowest designation, as recorded on the Income Certification, at the time of move in, cannot be increased unless the household was found to never have income qualified, or program rules require the change.

Unit Transfer Policy:

Inner-community transfers (ICT) are permitted after a lease term is fulfilled. Transfers may occur in the middle of a lease term if downsizing or upsizing the number of bedrooms; in which case, a lease termination/transfer fees may apply. The property manager must walk the resident's current apartment to make sure that they are taking care of our property and that there are no excessive damages that will exceed the current security deposit amount. Every ICT must start a new full-term lease. Residents transferring must qualify by rental standards listed on this Resident Selection Criteria. A new refundable security deposit is required, unless the transfer is due to special accommodations (prior approval from supervisor is required). The security deposit from the old unit will be refunded if the apartment is left clean and no damages exist.

Residents in poor standing; balances owed, more than 2 lease violation(s), violation of unit conditions defined in the TAA lease paragraphs 19.2 and 25.2, will not be approved for a transfer.

Inter-community transfers are considered as follows:

Multiple-Building Project: Residents may transfer from building to building within the project, as determined on IRS form 8609, if the household income did not exceed 140% of the current income limit at the most recent certification. It is not necessary to complete a new certification; the original effective date remains.

Individual Project: Residents in buildings that are NOT multiple-building projects, as determined on IRS form 8609, may transfer within the building if the household income did not exceed 140% of the current income limit at the most recent certification. It is not necessary to complete a new certification; the original effective date remains.

Residents wishing to move from project to project are not permitted to transfer; instead, it must be treated as a brand-new resident with a new initial certification.



Remedy available to victims of VAWA: an emergency transfer may be permitted provided that the resident

1. Expressly requests the transfer, and
2. Believes there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit that the tenant is currently occupying; or
3. In the case of sexual assault, the sexual assault occurred on the premises during the 90-calendar day period preceding the date of the request for transfer.

Non-Renewal and/or Lease Termination Policy:

Repeated or uncured violations of the terms of the executed lease contract are reason for non-renewal. As allowed under applicable program rules, non-renewal or termination notices will state a specific reason for the termination or non-renewal and include grievance procedures. The notice will be delivered as required under applicable program rules. It will provide a lawful reason for the notice and clearly indicate that the owner may only enforce the termination of tenancy by judicial action and that the resident has the right to present a defense in court if the resident contests the termination or non-renewal (for additional information, see Grievance Policy attached to this criteria). Notices will clearly indicate that reasonable accommodations may be applied for VAWA and special needs situations (HUD forms 5380 and 5382 will be given with such notice). Persons with disability may request a reasonable accommodation in relation to such notice, see Reasonable Accommodations Policy.

Rental Application:

This statement of Resident Selection Criteria is a guide to the rental requirements for the community. Together with the Application the Statement will govern your application to our community. Applications may be filled out at off-site locations and submitted through means other than in-person at the leasing office:

Mailing Address 5811 Windsome Lane
Houston, TX 77057
Email Address wgvmanager@ti-f.org
Fax Number

I HAVE READ AND UNDERSTAND ALL OF THE RENTAL POLICIES OF THIS COMMUNITY. BY SIGNING BELOW, I ACKNOWLEDGE THAT I AM NOT A CURRENT ABUSER OF A CONTROLLED SUBSTANCE. FURTHER, BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE NEVER BEEN CONVICTED OF THE ILLEGAL MANUFACTURING OR DISTRIBUTION OF A CONTROLLED SUBSTANCE. (Potential Applicant or occupants)

Signature

Date

Signature

Date

