



Playa Del Pueblo Apartment Homes

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Playa Del Pueblo Apartment Homes is 96 Unit Low Income Housing Tax Credit (LIHTC) Community that is administered by Section 42 of the IRS Code, and is designated to attract applicants for occupancy from all potentially eligible groups of people in the housing area regardless of race, color, religion, sex, national origin, disability, familial status, Marital Status, source of income, age, ancestry, medical condition, sexual orientation or any other arbitrary basis. Playa Del Pueblo Apartment Homes has 1, 2, and 3 bedroom apartments available for rent. The goal of this Tenant Selection Plan is to establish a guideline for the selection of residents in accordance with HUD 4350.3 and Section 42 LIHTC regulations, which will enhance the quality of life for our residents and improve the financial viability of Playa Del Pueblo Apartment Homes.

Availability of Plan

The Tenant Selection Plan is available in a common area of the rental office. It may be reviewed at the above location during normal office hours. All applicants will be provided a copy of this plan and will be required to sign an acknowledgment form stating they have read and understand the plan.

Modification of Plan

Playa Del Pueblo Apartment Homes will review this Tenant Selection Plan at least once annually or when there is a change in regulations to ensure that it reflects current operating practices, program priorities and LIHTC Section 42 requirements. If Playa Del Pueblo Apartment Homes and/or the property's governing agency feel the plan needs to be modified in anyway, a notice of such modification will be provided to existing residents. Based on the new criteria Tenants who already reside at Playa Del Pueblo Apartment Homes at the time new or revised tenant selection plan are applied and who are otherwise in good standing under the lease will not receive notices of non-renewal or termination. For this reason, the current Tenant Selection Plan in place at Playa Del Pueblo Apartment Homes will always be dated.

Additional Policies

Playa Del Pueblo Apartment Homes has created additional policies & procedures in conjunction to this plan. These policies are also available for review in a common area of the rental office and may be reviewed at the above location during normal office hours. These policies are:

Waiting List Policy, VAWA Policy, Termination policy & Reasonable Accommodation Policy.



Contents

- I. Fair Housing and Equal Opportunity Requirements..... 3
- II. Violence against Women Reauthorization Act of 2013 3
- III. Marketing..... 4
 - Affirmative Fair Housing Marketing Plan (AFHMP)4
 - Monitoring and Documenting Marketing Activities.....4
 - Targeted Population.....4
 - Form of Advertisement.....4
 - Source of Advertising.....4
 - Fair Housing Poster4
- IV. Privacy Policy 4
- V. Project Eligibility Requirements..... 5
 - Occupancy Standards5
 - Drug Abuse & other Criminal Activity6
 - Minimum Financial Standards.....7
- VI. Program Eligibility Requirements 7
 - Income Limits.....7
 - Student Eligibility.....7
- VII. Application Intake & Processing 8
 - Application Packet.....8
 - Certifications and Verifications.....8
 - Calculating Annual Income9
 - Compliance Second Review9
- VIII. Approval and Move In..... 9
- IX. Rejection of Ineligible Applicants 10
- X. Resident Acknowledgement 11



I. Fair Housing and Equal Opportunity Requirements

It is the policy of Playa Del Pueblo Apartment Homes to comply fully with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and any legislation protecting the individual rights of residents, applicants or staff which may subsequently be enacted. Playa Del Pueblo Apartment Homes shall not automatically deny admission to a particular group or category of otherwise eligible applicants. Each applicant in a particular group or category will be treated on an individual basis in the normal processing routine.

The following factors will not be considered when making a decision to admit or reject an application:

- Race, Color, Religion, Ancestry, National Origin, VAWA, Age, Sex, Marital Status, Familial Status, Sexual Orientation, Medical Condition, Place of employment, Handicap or disability including mental or psychological illness or Gender Identity.

In addition, Playa Del Pueblo Apartment Homes will not:

- Deny to any applicant the opportunity to apply for housing nor deny any eligible applicant the opportunity to lease housing suitable to his/her needs;
- Provide housing which is different from that provided others
- Subject a person to segregation or disparate treatment
- Restrict a person's access to any benefit enjoyed by others in connection with the housing program
- Treat a person differently in determining eligibility or other requirements for admission
- Deny a person access to the same level of services; or
- Deny a person the opportunity to participate in a planning or advisory group that is an integral part of the housing program

II. Violence against Women Reauthorization Act of 2013

Provides protections to Applicants/Tenants from being denied admission to, denied assistance under, termination from participation or evicted from housing on the basis that such person(s) are or have been the victims of domestic violence, dating violence, sexual assault and/or stalking *or* deny assistance, tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking.

- This Community will not assume that any act is a result of abuse covered under VAWA. In order to receive the protections outlined in the VAWA, the applicant/resident must specify that he/she wishes to exercise these protections. If any applicant or resident wishes to exercise the protections provided in the VAWA, he/she should request additional information from the Office Staff and follow the steps and guidelines outlined in UAH Property Management's Violence Against Women Act Policy.
- If a request under VAWA has been made the applicant will complete the VAWA certification form or supply approved documentation outlined in the UAH Property Management's VAWA Policy within 14 calendar days from the date of the request.
- Office Staff will review and respond to requests to exercise protections provided under the VAWA within ten (10) business days of receiving all required documentation. Responses may include but is not limited to:
 - ✓ Approval of the Request
 - ✓ Denial of the Request
 - ✓ Request for additional information
- If the certification provided by the Applicant/Tenant contains conflicting information, we may request additional documentation as described in our VAWA policy. The Applicant/Tenant must supply requested documentation within (10) business days after request. If the victim is unable to provide required documentation within the required timeframe, the Office Staff will deny the request.

If a request that is subject to VAWA is denied, the requestor has the right to appeal the decision within fourteen (14) days of the date of the written notification of denial. The appeal meeting will be conducted by a person who was not originally involved in the decision to deny.

NOTE: Per the Reauthorization Act of 2013, Playa Del Pueblo Apartment Homes is not limited from terminating assistance or tenancy for any violations under the Tenants current lease agreement that is not premised on the act of



violence.

III. Marketing

Playa Del Pueblo Apartment Homes enforces a marketing effort that attracts a broad cross-section of the eligible population without regard to Race, Color, Religion, Ancestry, National Origin, VAWA, Age, Sex, Marital Status, Familial Status, Sexual Orientation, Medical Condition, Place of employment, Handicap or disability including mental or psychological illness, Gender Identity or any other arbitrary basis.

➤ Affirmative Fair Housing Marketing Plan (AFHMP)

Playa Del Pueblo Apartment Homes complies with the requirements of the approved AFHMP established for Playa Del Pueblo Apartment Homes, which is designed to promote equal housing choice for all prospective residents. Playa Del Pueblo Apartment Homes will market at least quarterly but as needed to fill vacancies. The purpose of the plan is to ensure that eligible households of similar income levels will have a similar range of housing opportunities. The plan outlines marketing strategies Playa Del Pueblo Apartment Homes will use. Special efforts will be made to attract persons who are least likely to apply due to such factors as the racial or ethnic composition of the neighborhood. Marketing will also seek to reach persons with disabilities and potential applicants outside the immediate neighborhood if marketing only within the neighborhood would create a disparate impact against certain classes, such as the case of an entire neighborhood that includes no minorities.

Playa Del Pueblo Apartment Homes will review the AFHMP every two years and update it as needed to ensure compliance with LIHTC regulations. If the demographics of the area have changed, Playa Del Pueblo Apartment Homes will determine whether advertising efforts should be targeted to different groups. The AFHMP will be revised whenever a substantial change takes place, or the local Consolidated Plan is updated. For further information, please reference the Biennial Affirmative Fair Housing Marketing Plan Policy & Procedure.

➤ Monitoring and Documenting Marketing Activities

Playa Del Pueblo Apartment Homes will monitor marketing efforts and document the results in writing. The documentation will be made available, upon request for all marketing activities to show consistency with affirmative fair housing marketing requirements and the approved plan for Playa Del Pueblo Apartment Homes. This documentation will include copies of media and marketing materials, records of marketing activities conducted and documentation of any special marketing activities conducted in accordance with Playa Del Pueblo Apartment Homes approved AFHMP and placed in property marketing binder.

➤ Targeted Population

When available units cannot be filled from applicants on a Waiting List, Playa Del Pueblo Apartment Homes will target advertising to groups other than the typical population of the neighborhood and will reach out to applicants who are least likely to apply because they are not the predominant racial or ethnic group in the neighborhood.

➤ Form of Advertisement

All advertising for this property includes the HUD-approved Equal Housing Opportunity logo, the Equal Housing Opportunity slogan or an equal housing statement. All advertising using human models will depict members of all eligible protected classes including individuals from both majority and minority groups.

➤ Source of Advertising

Playa Del Pueblo Apartment Homes will use the following public forums for its general advertising:

- ✓ Apartments.com
- ✓ Craigslist

➤ Fair Housing Poster

Playa Del Pueblo Apartment Homes has posted the required Equal Housing Opportunity poster in a window of the Leasing Office that can be seen from outside, so that it is readily apparent to all persons seeking housing.

IV. Privacy Policy

It is the policy of Playa Del Pueblo Apartment Homes to guard the privacy of individual's conferred by the Federal Privacy Act of 1974 and to ensure the protection of such individuals' records maintained by Playa Del Pueblo Apartment Homes. Unless required by Federal or State Law, neither Playa Del Pueblo Apartment Homes nor its agents shall disclose any personal information contained in its records to any person or agency unless the individual about whom information is requested shall give written consent to such disclosure. Playa Del Pueblo Apartment Homes will also not make files, forms or documents available to any investigating officer unless a court order for such action is



provided.

This privacy policy in no way limits Playa Del Pueblo Apartment Homes from collecting information needed to determine the eligibility and income to determine an applicant(s) suitability for tenancy.

V. Project Eligibility Requirements

Project Eligibility establishes whether applicants are eligible to reside in the specific property to which they are applying. Playa Del Pueblo Apartment Homes will review all of the following criteria to establish household project eligibility. The screening criteria will be applied uniformly and in a manner consistent with all applicable law, including the state and Federal Fair Housing Acts, the Federal Fair Credit Reporting Act, program guidelines and the Departments Rules. Certain key questions relating to the applicant’s eligibility and resident history will be asked, including Social Security numbers or other sort of identification, the names, addresses and telephone numbers of current and former landlords. Failure to provide this information will result in cessation of application processing. Property staff will assist applicants, as needed in understanding the application process and completing forms. Applicants will be instructed on what aspects of their background will be checked. An applicant has the right to voluntarily withdraw from the application process at any time. Live in Aids will be subject to the same general screening criteria as household members, except that Live-in Aids will not be screened for their ability to pay rent.

➤ **Occupancy Standards**

Occupancy Standards is the maximum number of occupants that can reside in a unit. Units are assigned according to household size and composition. Playa Del Pueblo Apartment Homes has adopted a bedroom size standard of 2 persons over the age of 6 per bedroom. This standard serves to avoid overcrowding and ensure consistency. If the appropriate unit size is not available at the time of application, the applicant will be put on the Waiting List for the appropriate unit size.

| Bedroom | Maximum |
|-------------------|---------|
| Studio/Efficiency | 2 |
| Loft | 2 |
| 1 Bedroom | 2 |
| 2 Bedrooms | 4 |
| 3 Bedrooms | 6 |
| 4 Bedrooms | 8 |
| 5 Bedrooms | 10 |

Playa Del Pueblo Apartment Homes will rely on the applicant’s disclosure of all member’s expected to reside in the unit for the next 12 months when determining household size and the appropriate unit size. Household members also include but are not limited to the following:

- ✓ Child(ren) expected to be born to a pregnant woman
- ✓ Minor(s) in the process of being adopted by an adult household member
- ✓ Minor(s) whose custody is being obtained by an adult household member
- ✓ Individuals who are temporarily in a foster home who will return to the household
- ✓ Minor(s) in joint custody arrangements who are present in the household % or more of the time
- ✓ Any Individual who is away at school and who live at home during recesses
- ✓ Any Individual temporarily in a correctional facility / detention center who will return to the household
- ✓ Household members permanently confined to a Hospital / Nursing Home as requested by Applicant
- ✓ Household member of Military Personnel deployed to active duty

➤ **Rental History**

Past performance for meeting financial rent and current lease compliance obligations will be checked by contacting the current landlord and at least one prior landlord. Playa Del Pueblo Apartment Homes will check county court records for evidence of evictions or judgments against the applicant. The purpose of these checks is to obtain information on the applicant’s past history of meeting financial rent obligations, future ability to make timely rent payments and to describe whether the applicant has ever been evicted from a rental unit. If the applicant current living arrangements are with a household member, then two previous landlords may be contacted



- ❖ **Rental Debt:** Playa Del Pueblo Apartment Homes will screen applicants for their credit activity for the past 3 years.
 - ✓ Playa Del Pueblo Apartment Homes will require for any/all rental debts within the past 3 years that proof of payments made, payment arrangement or paid in full status be provided.
 - ✓ Playa Del Pueblo Apartment Homes will require that any/all rental debt owed to the Community for which the applicant is applying *or* another community that is managed by UAH Property Management, be paid in full prior to approval of application. A money order or certified check will be the only acceptable form of payment for a past due debt.

An applicant will in no way be held accountable by Playa Del Pueblo Apartment Homes for the rental delinquency or other problems of a former household of which the applicant was a member, but not the head or spouse.

- ❖ **Record of Eviction:** An eviction granted for any household member within the past year will be grounds for denial. Evictions older than 1 year will be considered. Playa Del Pueblo Apartment Homes will consider the date and circumstances of any past eviction or termination of tenancy in determining eligibility.
- ❖ **Disturbance(s):** Playa Del Pueblo Apartment Homes will check with the current landlord and at least one former landlord for potential problems regarding documented disturbance of neighbors or destruction of property that would pose a threat to the health and safety of other residents and/or property. An applicant's behavior toward property staff will be considered in relation to future behavior toward neighbors. Physical or verbal abuse or threats by an applicant toward staff will be noted in the file and may be grounds for denial of residency.
- ❖ **Housekeeping Habits:** All landlords contacted for rental history will also be questioned regarding the applicant's housekeeping habits, to determine the maintenance of the present home in regards to sanitary conditions and fire and safety standards. This includes but is not limited to causing or permitting infestation, foul odors or other issues injurious to other persons' health, welfare or enjoyment of the premises; depositing garbage improperly; failing to use in a reasonable and proper manner all utilities, facilities, services, appliances and equipment within the dwelling unit, or failing to maintain them in good clean condition; or any other conduct or neglect which could result in health or safety problems or in damage to the premises.

➤ **Drug Abuse & other Criminal Activity**

Playa Del Pueblo Apartment Homes will deny admission to any member of the household that is subject to a lifetime registration requirement under a state sex offender registration program. In accordance with Federal Law, Playa Del Pueblo Apartment Homes is establishing this standard to prohibit admission to this federally assisted property to sex offenders subject to a lifetime registration requirement under a state sex offender registration program. During the admission screening process, Playa Del Pueblo Apartment Homes will perform the necessary criminal history background checks in the state where the housing is located and in other states where the household members are known to have resided.

Playa Del Pueblo Apartment Homes will deny admission to a household in the event that any of the items listed below are discovered during the screening process.

- ✓ Any household member convicted of a derogatory criminal (felony, misdemeanor, etc.) record less than three (3) years old from the date of disposition.
- ✓ Any household member convicted of a Non-violent felony, (forgery, fraud, etc.) that is less than three (3) years from the date of the disposition.
- ✓ Any household member is currently engaging in illegal drug use;
- ✓ Any household member if there is reasonable cause to believe that member's behavior, from abuse or pattern of abuse of alcohol, may interfere with the health, safety and right to peaceful enjoyment by other residents. The screening standards will be based upon behavior not the condition of alcoholism or alcohol abuse.
- ✓ A household member was, or is engaged in criminal activity that involves crimes or physical violence to persons or property, or that disturbs the peaceful enjoyment of the premises;
- ✓ There is evidence of acts of violence or any other conduct that constitutes a danger or disruption to the peaceful enjoyment of the premises;
- ✓ There is confirmed drug addiction or alcohol abuse, such as a conviction for possession, trafficking or use of narcotics or controlled substances, a records of conviction for activity relating to the misuse of alcohol, or written reports from a probation officer, a social agency or the household itself to the effect that the individual is addicted to, or is misusing drugs or alcohol;



- ✓ A household member has a conviction for the offense of murder, Homicide, Manslaughter (or related offenses) rape, prostitution, indecent exposure, sodomy, carnal abuse, impairing the morals of a minor or similar crimes indicating sexual deviation;
- ✓ Theft, robbery or breaking & entering.
- ✓ Any household member with 3 or more offenses relative to drugs, criminal activity, theft, burglary, trespassing, stolen property, breaking & entering, crime resulting in injury to person(s), arson, forgery, money/check related offenses, sexually oriented offense, fraud, embezzlement, tampering, weapons charge, gang related offense, criminal mischief or property damage.

Playa Del Pueblo Apartment Homes, at its option may request an override from the company’s Compliance Director when such proof of Rehabilitation can be provided in regards to the disqualifying record. Additionally, Playa Del Pueblo Apartment Homes will further consider the following items when determining eligibility:

- ✓ Applicants dispute of accuracy and/or relevance of the disqualifying record
- ✓ Mitigating circumstances regarding the disqualifying record

Playa Del Pueblo Apartment Homes shall not consider an arrest for a disqualifying offense as proof that the applicant or tenant engaged in disqualifying criminal activity. The arrest may, however, trigger an investigation to determine whether the applicant or tenant actually engaged in disqualifying criminal activity. As part of our investigation, we may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. Playa Del Pueblo Apartment Homes may also consider any statements made by witnesses or the applicant or tenant not included in the police report; whether criminal charges were files; whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal; and any other evidence relevant to determining whether or not the applicant or tenant engaged in disqualifying activity.

➤ **Minimum Financial Standards**

Playa Del Pueblo Apartment Homes has adopted the following minimum income requirement:

- ✓ The gross income for HH receiving rental assistance is 1.5 times the portion of rent the tenant pays
- ✓ If the applicant rent portion is equal to or below \$50, a minimum income of \$2500 per year is required
- ✓ The gross income for households not receiving rental assistance is 1.5 times the monthly rent amount

➤ **Preferences**

Playa Del Pueblo Apartment Homes has no elected preferences

VI. Program Eligibility Requirements

Playa Del Pueblo Apartment Homes is an Income Housing Tax Credit (LIHTC) Community that is administered by Section 42 of the IRS Code. All households will be screened for eligibility in accordance with the rules and regulations set forth in Section 42 of the IRS Code. To be eligible, a household must meet all of the following:

➤ **Income Limits**

HUD establishes income limits and revises them annually. Based off the limits released by HUD, the state agency responsible for monitoring compliance for the LIHTC program, will release income limits or provide direction to the LIHTC Community on how to acquire these applicable rent and income limits. Income limits are based on household size and the annual income the household receives. These limits are available for review below.

| | 1 Person | 2 Person | 3 Person | 4 Person | 5 Person | 6 Person | 7 Person | 8 Person | 0 | 1 | 2 | 3 | 4 |
|-----|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-----|-----|------|------|------|
| 30% | 15960 | 18240 | 20520 | 22770 | 24600 | 26430 | 28260 | 30060 | 399 | 427 | 513 | 592 | 660 |
| 50% | 26600 | 30440 | 34200 | 37950 | 41000 | 44050 | 47100 | 50100 | 665 | 712 | 855 | 986 | 1101 |
| 60% | 31920 | 36480 | 41040 | 45540 | 49200 | 52860 | 56520 | 60120 | 798 | 855 | 1026 | 1184 | 1321 |

➤ **Student Eligibility**

On 11/30/2005, Congress enacted Public Law 109-115, which included in Title III, Section 327, appropriations for HUD regarding eligibility of students for assisted housing under Section 8. Owners of LIHTC communities are required to determine a student’s eligibility at move-in and annual recertification. Playa Del Pueblo



Apartment Homes will use the following HUD guidelines as indicated in Chapter 3 of HUD's Occupancy Handbook, HUD Handbook 4350.3 REV 1, CHG-4 and Section 42 of the IRS guidelines. Playa Del Pueblo Apartment Homes strictly adheres to these guidelines on student eligibility.

Units comprised of full-time students do not qualify as an LIHTC unit unless one of the following exceptions apply:

- ✓ A student receiving assistance under Title IV of the Social Security Act,
- ✓ A 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,² or
- ✓ A student enrolled in a job training program receiving assistance under the Job Training Partnership Act or under other similar Federal, State or local laws.
- ✓ single parents and their children and such parents are not dependents (as defined in IRC §152, determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof) of another individual and such children are not dependents (as so defined) of another individual other than a parent of such children,³ or
- ✓ married and file a joint return

Any financial assistance, for households receiving Section 8 assistance, a student receives (1) under the Higher Education Act of 1965 (2) from private sources or (3) from an institution of higher education that is in excess of amounts received for tuition is included in annual income, except if the student is over the age of 23 with dependent children or if the student is living with his or her parents who are receiving Section 8 assistance. (See the Glossary of HUD Handbook 4350.3 REV 1, CHG-4 for an expanded definition of Student Financial Assistance)

VII. Application Intake & Processing

Application(s) can be submitted to Playa Del Pueblo Apartment Homes via mail, email, and fax or can be picked up during office hours from 8:30 a.m. and 5:30 p.m. Monday – Friday at Playa Del Pueblo Apartment Homes leasing office only when the waiting list is open. If Playa Del Pueblo Apartment Homes accepts an application via mail, email or fax, consideration of the application will be deferred pending receipt of the application fee. Playa Del Pueblo Apartment Homes will make exceptions to these procedures to take into account circumstances beyond the applicant's control, such as medical emergencies or extreme weather conditions. A onetime applicant fee of \$14 will be required for each applicant over the age of 18. This fee is for the processing of a credit & criminal background check and is non-refundable. Failure to respond to letters or phone messages may result in withdrawal of an application from further processing.

➤ Application Packet

Every applicant over the age of 18 is required to complete an application. The information requested in the application packet includes:

- ✓ Household characteristics such as name, sex, age, disability status (only where necessary to establish eligibility), need for an accessible unit;
- ✓ General household contact information such as address, phone number, etc.;
- ✓ Sources and estimates of the household's anticipated annual income and assets;
- ✓ Social Security Number(s);
- ✓ Certification of Student Status Eligibility
- ✓ Identification of preferences for which the household qualifies
- ✓ Screening information, which may include prior landlord, credit, and drug/criminal history;
- ✓ Marketing information regarding how the applicant heard about Playa Del Pueblo Apartment Homes; and
- ✓ Certification from the applicant stating the accuracy and completeness of information provided, and an acknowledgement that the applicant has read the Privacy Act and understands the disclosure requirements.
- ✓ Authorization by the applicant that allows Playa Del Pueblo Apartment Homes to verify all information provided on the rental application.

Every applicant whom completes an application for tenancy must also complete a Tenant Release and Consent. The consent allows owners to request and receive information from third-party sources about the applicant. An application cannot be processed without this form.

Staff will be prepared to assist any applicants who might have trouble completing the application packet. This



assistance might take the form of answering questions about the application form. This assistance may include literacy, vision or language barriers and, in general, making it possible for interested parties to apply for assisted housing.

➤ **Certifications and Verifications**

In accordance with the HUD 4350.3 and Section 42 of the IRS Code, Playa Del Pueblo Apartment Homes will require certifications and/or verifications be completed or obtained for the following items:

- ❖ **Annual Income**: Is defined as the gross income (with no adjustments or deductions) the household anticipated it will receive in the 12-month period following the effective date of the household anticipated move in. Income Includes, but is not limited to, earned income of adult members, unearned income from all household members and income from assets. All sources of income must be verified. The following methods are the preferred methods when verifying household income:
 - ✓ Written verification sent & received directly from a 3rd party source
 - ✓ Documentation provided by household such as benefit letters, tax returns or paystubs
 - ✓ Approved UAH Certifications used to further document information not obtainable by methods listed above
- ❖ **Assets**: All household assets must be disclosed including the cash value, interest rate and bank name. When applicable, Playa Del Pueblo Apartment Homes will require a verification be obtained for disclosed assets.
- ❖ **Student Status / Eligibility**: A certification of Student Eligibility must be completed for each household and executive by every adult member. If applicable, a student verification for every adult member will also be obtained. If the household is comprised of all FT students, UAH will require the household to provide supporting documentation of a student exception to prove student eligibility.

Please note that verification requirements may vary in different states due to the regulations of different state finance agencies. No decision to accept or reject an application will be made until all verifications have been collected.

➤ **Calculating Annual Income**

Projections of Annual Income will include estimates for each disclosed income and will be based on the information obtained and/or provided during the verification process. Playa Del Pueblo Apartment Homes will consider the current income rate(s), frequency, any potential rate increase, bonuses, commissions, tips and possibility of overtime. Income will be calculated by two methods, the current circumstances based on information and the year-to-date income. The income of irregular workers will be estimated on the basis of the best information available, considering earning ability and work history. The total household income will be based on the highest calculated income.

➤ **Compliance Second Review**

Once the preceding processes have been completed, Playa Del Pueblo Apartment Homes will submit the completed application, certifications & verifications to UAH Property Management's Compliance Department for a second review. The file transmissions are through a secure data base that only UAH Property Management personnel has access to. The second review process is critical to ensuring eligibility of an applicant and/or household prior to tenancy. Once the second review has been completed, the Compliance Department will either notify Playa Del Pueblo Apartment Homes of an approval or request additional documentation / clarification that may be necessary to meet program requirements.

VIII. Approval and Move In

Once Playa Del Pueblo Apartment Homes has received notification of approval, Playa Del Pueblo Apartment Homes will immediately contact the applicant to schedule a move in date. At that time the applicant will need to schedule all applicable utilities to be switched into the applicant's name.

On the day of lease execution, the applicant should be prepared for the following:

- ✓ To provide account numbers and Agency name for all tenant responsible utilizes
- ✓ To pay the required security deposit by cashier's check or money order



- ✓ To pay full or pro-rated rent by cashier’s check or money order
- ✓ To pay additional deposits if applicable by cashier’s check or money order
- ❖ Unit Inspection: Before executing the Lease, Playa Del Pueblo Apartment Homes representative and the resident(s) will jointly inspect the unit. The move-in inspection form will be used to indicate the condition of the unit. The condition of the unit must be decent, safe, sanitary and in good repair. If cleaning or repair is required, Playa Del Pueblo Apartment Homes will specify on the form the date by which the work will be completed, which will be no later than 30 days after the effective date of the lease. After the move-in inspection, the resident has five (5) days to report any additional deficiencies in the unit to management. The complete move-in inspection will be attached to the lease. The inspection form must be signed and dated by both Playa Del Pueblo Apartment Homes and the Resident
- ❖ Security Deposit: A security deposit will be required for every household and is due at the time of lease execution. Please note that the forfeiture of a Security Deposit will apply if/when: The Tenant fails to move in or take possession of the unit after signing the Lease Contract, the Tenant fails to provide notice of intent to vacate within the required time frame, Failure to fulfill the Lease Terms as identified within the Lease Contract. Playa Del Pueblo Apartment Homes’ security deposits are as follows:

| | |
|-----------|-------|
| 1 Bedroom | \$200 |
| 2 Bedroom | \$300 |
| 3 Bedroom | \$300 |

- ❖ Additional Deposit
Playa Del Pueblo Apartment Homes is a pet permitted community. A \$300 deposit and monthly fee of \$15 is required per pet. Each household will be permitted no more than 2 pets and each pet should not exceed 60lbs.
- ❖ Assistance Animals
Playa Del Pueblo Apartment Homes will allow assistance animals, which are defined as animal that work, provide assistance, perform tasks for the benefit of a person with disability, or provide emotional support to alleviate identified symptoms or effects of a person’s disability. These animals, often referred to as assistive, service, support or therapy animals perform many disability-related services, including but not limited to guiding individuals who are blind, alerting individuals who are deaf, providing minimal protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures or providing emotional support to persons with disabilities who have a disability-related need for such support. No pet deposit or pet fee is required for assistive animals. Specific animal, breed, number, weight restrictions, pet rules and pet deposits will not apply to households who have a qualified service/assistance animal(s). If an accommodation for assistive animals causes a financial and/or administrative burden to Playa Del Pueblo Apartment Homes, or becomes a danger to the safety of the other residents or staff, it will be asked that the assistive animal be removed by the Resident.
- ❖ Lease Documents: All adult household members will be required to execute the finalized Tenant Income Certification, 6-12-month lease, Affordable Housing Addendum, House Rules, Charge List Detail and any other required addenda specific to our community. After execution, the household will receive a copy of all signed documents.

IX. Rejection of Ineligible Applicants

Applicants who do not pass the eligibility requirements listed within this Tenant Selection Criteria will immediately be sent a letter of rejection (*within 7 days*). The written rejection notice will specifically state the reason for rejection and will inform the applicant of his/her right to respond to Playa Del Pueblo Apartment Homes in writing or to request a meeting within 14 days to dispute the rejection. Playa Del Pueblo Apartment Homes will record all specific dates on the denial log. If rejection is a result of a 3rd party report, Playa Del Pueblo Apartment Homes will disclose contact information for the applicable 3rd party source.

A copy of the criteria for which the applicant was screened and denied will be kept with the applicant file and such file will be maintained for the program applicable time frame.



X. Resident Acknowledgement

I have read and been offered or received a copy of the Tenant Selection Criteria for Playa Del Pueblo Apartment Homes. I further acknowledge, by signing below that all information provided has been explained and is understood.

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Management Representative Signature

Date

Community Name

If you are disabled or have difficulty understanding English, please request our assistance and we will ensure that you are provided with meaningful access based on your individual needs.

UAH Property Management does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities. The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR, Par 8 dated

June 2, 1988)

Rob Dryman

10670 N. Central Expressway, Suite 500 | Dallas, TX 75231

Office 214-265-7227 | TTY 800-735-2989





TENANT RELEASE AND CONSENT FORM

THIS SECTION IS TO BE COMPLETED BY ADMINISTRATOR/OWNER/MANAGEMENT

| | |
|--|---|
| Administrator/Owner/Management Name: Playa del Pueblo | |
| Contact Name: | Contact Title: Office Representative |
| Address: 611 E. Interstate Highway 20 | Phone: (432)262-2286 |
| Email Address: | Fax: |

THIS SECTION TO BE COMPLETED BY APPLICANT

Applicant / Resident Name:

I/We _____, the undersigned hereby authorize the person(s) or company(s) listed above to release information regarding credit, criminal, employment, income and/or assets for purposes of verifying information on my/our application for participation in the applicable Affordable Housing program. I/we authorize release of information without liability to the administrator/owner/management listed above.

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 child care 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 an 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 Institutions | Utility Providers | Previous Landlords |
| Public Housing Agencies | Appraisal Districts | Insurance carrier |
| | | Screening Agencies |

APPLICANT CERTIFICATION

I/We agree that a photocopy of this authorization may be used for 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 |
| _____ Applicant/Resident Printed Name | _____ Signature | _____ Date |
| _____ Applicant/Resident Printed Name | _____ Signature | _____ Date |
| _____ Applicant/Resident 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.



Rental Application for Residents and Occupants

TEXAS APARTMENT ASSOCIATION

Each co-resident and each occupant over 18 must submit a separate application.
Spouses may submit a joint application.

M E M B E R

Date when filled out: _____

ABOUT YOU

Full name (exactly as on driver's license or gov't ID card): _____

Your street address (as shown on your driver's license or gov't ID card): _____

Driver's license # and state: _____
OR gov't photo ID card #: _____

Former last names (maiden and married): _____

Social Security #: _____ Birthdate: _____

Ht.: _____ Wt.: _____ Sex: _____ Eye color: _____ Hair: _____

Marital Status: single married divorced widowed separated

U.S. citizen? Yes No Do you or any occupant smoke? Yes No

Will you or any occupant have an animal? Yes No

Kind, weight, breed, age: _____

Current home address (where you now live): _____ Apt. # _____

City/State/Zip: _____

Home/cell phone: (____) _____ Current rent: \$ _____

E-mail address: _____

Apartment name: _____

Name of owner or manager: _____

Their phone: _____ Date moved in: _____

Why are you leaving your current residence? _____

Previous home address (most recent): _____ Apt. # _____

City/State/Zip: _____

Apartment name: _____

Name of owner or manager: _____

Their phone: _____ Previous monthly rent: \$ _____

Date you moved in: _____ Date you moved out: _____

YOUR WORK

Current employer: _____

Address: _____

City/State/Zip: _____

Work phone: (____) _____

Position: _____

Your gross monthly income is over: \$ _____

Date you began this job: _____

Supervisor's name and phone: _____

Previous employer (most recent): _____

Address: _____

City/State/Zip: _____

Work phone: (____) _____

Position: _____

Gross monthly income was over: \$ _____

Dates you began and ended this job: _____

Previous supervisor's name and phone: _____

YOUR CREDIT HISTORY

Your bank's name: _____

City/State/Zip: _____

List major credit cards: _____

Other non-work income you want considered. Please explain: _____

Past credit problems you want to explain. (Use separate page)

YOUR RENTAL/CRIMINAL HISTORY

You must check if applicable.

Have you, your spouse, 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 or sex crime?

Please indicate below the year, location, and type of each felony or sex crime for which you were convicted or received probation. We may need to discuss more facts before making a decision.

YOUR SPOUSE

Full name: _____

Former last names (maiden and married): _____

Social Security #: _____

Driver's license # and state: _____
OR gov't photo ID card #: _____

Birthdate: _____

Ht.: _____ Wt.: _____ Sex: _____ Eye color: _____ Hair: _____

Are you a U.S. citizen? Yes No

Current employer: _____

Address: _____

City/State/Zip: _____

Work phone: (____) _____ Cell phone: (____) _____

Position: _____

E-mail address: _____

Date began job: _____ Gross monthly income is over: \$ _____

Supervisor's name and phone: _____

OTHER OCCUPANTS

Names of all people who will occupy the unit without signing the lease. Continue on separate page if more than three.

Name: _____ Relationship: _____

Sex: _____ DL or gov't ID card# and state: _____

Birthdate: _____ Social Security #: _____

Name: _____ Relationship: _____

Sex: _____ DL or gov't ID card# and state: _____

Birthdate: _____ Social Security #: _____

Name: _____ Relationship: _____

Sex: _____ DL or gov't ID card# and state: _____

Birthdate: _____ Social Security #: _____

YOUR VEHICLES

List all vehicles (cars, trucks, motorcycles, trailers, etc.) owned or operated by you, your spouse, or any occupant. Continue on separate page if more than three.

1. Make, model, and color: _____
Year: _____ License #: _____ State: _____
2. Make, model, and color: _____
Year: _____ License #: _____ State: _____
3. Make, model, and color: _____
Year: _____ License #: _____ State: _____

WHY YOU WANT TO RENT HERE

Were you referred? Yes No If yes, by whom? _____

Name of locator or rental agency: _____

Name of individual locator or agent: _____

Name of friend or other person: _____

Did you find us on your own? Yes No If yes, fill in information below:

Internet site: _____

Rental publication: _____ Stopped by _____

Newspaper: _____ Other: _____

EMERGENCY

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

Name: _____

Address: _____

City/State/Zip: _____

Work phone: (____) _____ Home phone: (____) _____

Cell phone: (____) _____ Relationship: _____

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 mailbox, 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.

AUTHORIZATION

I or we authorize (owner's name) Playa del Pueblo

to: (1) share the information above with the owner's electric provider; and (2) verify the information above by all available means, including reports from consumer-reporting agencies before, during, and after tenancy on matters relating to my lease, as well as income history and other information reported by employers to any state employment-security agency (e.g., Texas Workforce Commission). Work-history information may be used only for this Rental Application. Authority to obtain work-history information expires 365 days from the date of this application.

Applicant's signature _____

Spouse's signature _____

Contemplated Lease Contract Information

To be filled in only if the Lease Contract is not signed by the resident or residents at the time of application for rental.

The TAA Lease Contract to be used must be the latest version of (**check one**): the Apartment Lease, the Residential Lease, or the Condominium/Townhome Lease, unless an earlier version is initialed by resident(s) and attached to this application. The blanks in the contract will contain the following information:

- Names of all residents who will sign the Lease Contract _____
- Name of owner or lessor Playa del Pueblo
- Property name and type of dwelling (*bedrooms and baths*) _____
- Complete street address 611 E. Interstate Highway 20
City/State/Zip Midland, TX 79701
- Names of all other occupants not signing Lease Contract (*persons under age 18, relatives, friends, etc.*) _____
- Total number of residents and occupants _____
- Our consent is necessary for guests staying longer than 5 days
- Beginning date and ending dates of Lease Contract _____
- Number of days' notice for termination 30
- Total security deposit \$ _____ Animal deposit \$ _____
- # of keys/access devices for 1 unit, 1 mailbox, _____ other _____
- Total monthly rent for dwelling unit \$ _____
- Rent to be paid: at the onsite manager's office, through our online payment site, **OR** at Rent Drop Box
- Prorated rent for: first month **OR** second month _____
- Late charges due if rent is not paid on or before 5th
- Initial late charge \$ _____ Daily late charge \$ _____
- Returned-check charge \$ 25.00
- Animal-rules-violation charges: Initial \$ _____ Daily \$ _____
- The dwelling is to be furnished **OR** unfurnished.
- Utilities paid by owner (**check all that apply**): electricity, gas, water, wastewater, trash/recycling, cable/satellite, master antenna, Internet, stormwater/drainage, other _____
- Utility-connection charge \$ _____
- You are (**check one**): required to buy insurance, not required to buy insurance.
- Agreed reletting charge \$ _____
- Security-deposit refund check will be by (**check one**):
 one check jointly payable to all residents (*default*), **OR**
 one check payable and mailed to _____
- Your move-out notice will terminate Lease Contract on (**check one**):
 last day of the month, **OR** exact day designated in your move-out notice.
- If the dwelling unit is a house or duplex, owner will be responsible under paragraph 12.2 of the Lease Contract for lawn/plant maintenance, lawn/plant watering, lawn/plant fertilization, picking up trash from grounds, trash receptacles. You will be responsible for anything not checked here.
- You will be responsible for the first \$ _____ of each repair.
- Special provisions regarding parking, storage, etc. (*see attached page, if necessary*): _____

Application Agreement

- 1. Lease Contract Information.** The Lease Contract contemplated by the parties is attached—or, if no Lease Contract is attached, the lease Contract will be the current TAA Lease Contract noted above. Special information and conditions must be explicitly noted on an attached Lease Contract or in the Contemplated Lease Information above.
- 2. Application Fee (may or may not be refundable).** You have delivered to our representative an application fee in the amount indicated in paragraph 14 below, and this payment partially defrays the cost of administrative paperwork.
- 3. Application Deposit (may or may not be refundable).** In addition to any application fee, you have delivered to our representative an application deposit in the amount indicated in paragraph 14. The application deposit is not a security deposit, but it will be credited toward the required security deposit when the Lease Contract has been signed by all parties; **OR** it will be refunded under paragraph 10 if you are not approved; **OR** it will be retained by us as liquidated damages if you fail to sign or attempt to withdraw under paragraph 6 or 7, if you fail to answer any question, or if you give false information.
- 4. Approval When Lease Contract Is Signed in Advance.** If you and all co-applicants have already signed the Lease Contract when we approve your application, our representative will notify you (or one of you if there are co-applicants) of our approval, sign the Lease Contract, and then credit the application deposit of all applicants toward the required security deposit.
- 5. Approval When Lease Contract Isn't Yet Signed.** If you and all co-applicants have not signed the Lease Contract when we approve your application, our representative will notify you (or one of you if there are co-applicants) of the approval, sign the Lease Contract when you and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit.
- 6. If You Fail to Sign Lease After Approval.** Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease Contract within three days after we give you our approval in person, by telephone, or by email, or within five days after we mail you our approval. If you or any co-applicant fails to sign as required, we may keep the application deposit as liquidated damages and terminate all further obligations under this agreement.
- 7. If You Withdraw Before Approval.** You and any co-applicants may not withdraw your application or the application deposit. If, before signing the Lease Contract, you or any co-applicant withdraws an application or notifies us that you've changed your mind about renting the dwelling unit, we'll be entitled to

retain all application deposits as liquidated damages, and the parties will then have no further obligation to each other.

- 8. Completed Application.** An application will not be considered completed and will not be processed until all of the following have been provided to us (*unless not checked*): a separate application has been fully filled out and signed by you and each co-applicant; an application fee has been paid to us; an application deposit has been paid to us. If no item is checked, all are necessary for the application to be considered completed.
- 9. Nonapproval in Seven Days.** We will notify you whether you've been approved within seven days after the date we receive a completed application. Your application will be considered disapproved if we fail to notify you of your approval within seven days after we have received a completed application. Notification may be in person, by mail, or by telephone unless you have specified that notification be by mail. You must not assume approval until you receive actual notice of approval.
- 10. Refund After Nonapproval.** If you or any co-applicant is disapproved or deemed disapproved under paragraph 9, we'll refund all application deposits required by law to be refunded within _____ days (*not to exceed 30 days; 30 days if left blank*) of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.
- 11. Extension of Deadlines.** If the deadline for signing, approving, or refunding under paragraphs 6, 9, or 10 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next business day.
- 12. Notice to or from Co-applicants.** Any notice we give you or your co-applicant is considered notice to all co-applicants; and any notice from you or your co-applicant is considered notice from all co-applicants.
- 13. Keys or Access Devices.** We'll furnish keys and access devices only after: (1) all parties have signed the contemplated Lease Contract and other rental documents; and (2) all applicable rents and security deposits have been paid in full.
- 14. Receipt.** Application fee (*may or may not be refundable*): \$ 14.00
Application deposit (*may or may not be refundable*): \$ _____
Administrative fee (*refundable only if not approved*): \$ _____
Total of above fees and application deposit: \$ _____
Total amount of money we've received to this date: \$ _____
- 15. Signature.** Our representative's signature indicates our acceptance only of the above application agreement. It does not bind us to approve your application or to sign the proposed Lease Contract.

If you are seriously ill or injured, what doctor may we notify? (We are not responsible for providing medical information to doctors or emergency personnel.)

Name: _____ Phone: (_____) _____

Important medical information in emergency: _____

Acknowledgment. You declare that all your statements on the first page of this application are true and complete. 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, administrative fees, and deposits as liquidated damages for our time and expense, and terminate your right of occupancy.** Giving false information is a serious criminal offense. In lawsuits relating to the application or Lease Contract, 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 Contract, 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 Rental Application and Lease Contract, 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 Contract if agreed to in writing by all parties. You are entitled to a copy of the Lease Contract after it is fully signed.

Applicant's Signature: _____ **Date:** _____

Signature of Spouse: _____ **Date:** _____

Signature of Owner's Representative: _____ **Date:** _____

FOR OFFICE USE ONLY

1. Apt. name or dwelling address (*street, city*): Playa del Pueblo 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, 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: _____