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TENANT SELECTION CRITERIA

Welcome to **Paddock at Norwood Apartment Homes**, we're glad you chose us!

Capstone Real Estate Services promotes Equal Housing Opportunity to all our properties and expects Management to treat each prospective applicant that visits our properties with dignity and respect. Furthermore, Capstone selects prospects without regard to race, color, sex, religion, disability, sexual orientation, marital status, familial status, national origin gender identity and age. As per the Section 504 requirements, Capstone properties makes reasonable accommodations (such as allowing applicants to request assistance with the reading of materials) to help applicants read, understand, and complete the application. This criterion will be applied uniformly and in a manner consistent with all applicable law, including the Texas and Federal Fair Housing Acts, the Federal Fair Credit Reporting Act, program guidelines, and the Texas Department of Housing and Community Affairs' (TDHCA) rules.

The following Tenant Selection Criteria applies to this property, and is in compliance with applicable TDHCA rules. This Tenant Selection Criteria is published in the Leasing Office and provided at application.

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

Identity Verification: Each applicant who applies for an apartment must have a valid government issued picture identification card.

Occupancy Guidelines: A maximum of three (3) persons per bedroom with no more than two (2) adults per bedroom. Adult is defined as a person over age of 18.

Income: Any and all income sources will be verified as determined by local and federal agencies on an annual basis. You must provide income history of no less than six (6) weeks & current income verification of two and a half (2.5) times the amount of the monthly rental rate of the selected apartment. For applicant's who participate in the Section 8 program, please refer to the Section 8 section of the written criteria for income requirements. Income verifications must include, but are not limited to the following: Four (4) to six (6) weeks of current consecutive payment stubs from income source(s), a Capstone verification of employment form that will be sent from the rental office to the employer for completion, any applicable 3rd party verifications' such as court orders, divorce decrees, award letters or financial statements certified by financial institute or an accountant. This property participates in an affordable housing program that may require additional income verifications, affidavits, and signed certifications that are not listed.

Self-Employment: Must provide the previous year's personal income tax return including the Schedule C and the previous six months personal bank statements as evidence of sufficient income. Persons whose jobs are commission only or base salary plus commission, tips or bonuses will require the additional verifications.

Paddock at Norwood Apartment Homes operates under an affordable housing program which has maximum income and rent limits.

MAXIMUM ANNUAL GROSS INCOME LIMITS

| Occupants | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|-----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 60% AMI | \$32,280 | \$36,900 | \$41,520 | \$49,800 | \$53,460 | \$53,460 | \$57,180 | \$60,840 |

Student Status: Unless they meet an exception, full time student households, where all Household Members have been or will be fulltime students in any part of 5 calendar months of the current year, are ineligible to live in a Housing Tax Credit unit. Exceptions to this rule include married and entitled to file a joint tax return, receiving TANF, enrollment in JTPA or similar program, single parent with children not claimed on anyone else's tax return, and/or ever been in foster care.

Section 8: We welcome all Section 8 housing and voucher applicants. Persons participating in these programs must meet all the criteria except income. Applicant's current income verification must meet two and a half (2.5) times their portion of the rent. If the program pays 100% of the applicant's rent, then applicant must certify they have the financial resources to meet the daily living expenses the property will require verification regarding income and number of household members. Required verification must be provided to management within 3 days to reserve a specific apartment. Required verification includes but is not limited to income verifications, Social Security cards, HUD Form 9887-a, citizenship verifications, etc).



Rental/Mortgage History: All persons applying for an apartment must have six (6) months current or one (1) year previous verifiable satisfactory rental history. An eviction or foreclosure could constitute cause for denial. Rental collections owed for less than 5 years may be cause for denial. Certain rental collections may qualify for our second chance leasing program dependent on current rental history and length of time since the rental history. Second chance leasing can require up to a full month's rent additional deposit if all qualifications are met. More than one rental collection is an automatic cause for denial. Persons with no rental/mortgage history may require an additional deposit. Satisfactory history includes the following:

- No more than two late payment or NSF in a 6-month period
- Lease term fulfilled; may not owe money to any apartment community
- No lease evictions
- Residence left in satisfactory condition
- Proper notice to vacate given

Credit: Credit Score must be 500 or above. No credit will be treated as good credit. No bankruptcy in last 7 years. No foreclosures in last 7 years. No legal items in last 3 years i.e. judgments. No landlord debts in last ten years, unless proof of being paid is provided. No utility debts in last ten years, unless proof of being paid is provided.

Criminal: A criminal background search will be conducted for each applicant and occupant over the age of 18. It is our policy not to lease to applicants with felony convictions, felony deferred adjudication and certain misdemeanors concerning violence or drugs. If the criminal background search and/or information provided by you reveals past criminal convictions which violates our policy, your application may be denied. Certain approvals may be allowed according to the property look-back policy. You may request a copy of this policy.

This requirement is not a guarantee or representation that residents or occupants currently residing in our community have not been convicted of a felony or subject to deferred adjudication for a felony, certain misdemeanor or sex offenses requiring registration under applicable law. Our ability to verify this information is limited to information made available to us by the resident credit-reporting services used.

Foreign Nationals: If a Social Security Number is not provided and/or no credit history exists, we may require an additional deposit.

Pets: A maximum of 2 pets per apartment is permitted with a deposit of \$200 per pet and \$100 pet fee per pet. Dogs whose breed or dominant breed weight exceeds 40 pounds at maturity are not accepted, and must be at least one year old. The following breeds or partial breeds are not permitted: Rottweiler, Pit Bulls, Akita, Dobermans, Chow, German Shepherd, and Australian Shepherd. Exotic animals and reptiles are not accepted. Additional restrictions may apply. Deposits are fully refundable and dependent on the condition of the unit at move out.

Service Animals: Support/Service animals are not considered pets and are allowed to reasonably accommodate a handicapped leaseholder or occupant. Any applicable specific animal, breed, number, weight restrictions, and pet rules will not apply to households having a qualified service/assistance animal(s). Service Animals are accepted without a deposit. Verification that the animal is a service animal will be required from a licensed physician.

Security Deposits:

| APT TYPE | SQUARE FOOTAGE | STANDARD DEPOSIT |
|----------|----------------|------------------|
| 1 BDRM | 850 | \$150 |
| 2 BDRM | 1072 | \$200 |
| 3 BDRM | 1185 | \$250 |

***Deposits are fully refundable and dependent on the condition of the unit at move out.**

Application Fee:

Application fee is \$21.68 for the first applicant and \$16.18 for each additional adult applicant in the household.

How to apply: Leave appropriate application fee, application deposit and completed required paperwork. Application deposit will be required to hold the apartment. Please note that once approved, the Application Deposit will become the Security Deposit, which is fully refundable depending on the condition of the apartment at time of move out. **Application deposit is Non-Refundable after background/ credit approval**

Application Process: Applications for this property may be obtained at the Leasing Office, or requested via email or fax. Applications may be mailed, emailed, or faxed.

All questions on the Application must be answered; if the question does not apply to the applicant/family an "N/A" should be placed in the answer space provided. All other questions should be answered with a yes, no, none, or as directed; complete with the information requested.



Note: No applicant will be considered for occupancy until a completed application has been turned in to the Leasing Office. Should there be a waiting list for this property a security deposit will be required to be put on the waitlist. Please note that the deposit is fully refundable if the applicant is denied during the application process or decides to no longer be on the waitlist. If the applicant moves into a unit, the deposit will be refundable and dependent on the condition of the unit at move out.

Waitlist and Transfer Policy: Applicants will be placed on the Waiting List once the Manager has received the security deposit for the appropriate unit size. If the applicant is denied during the application process or decides to no longer be on the waitlist, the deposit is fully refundable. Applicants will be placed on the waitlist in the order in which they are received.

All existing residents are eligible to request to be placed on the waitlist for another unit. For existing residents requesting a transfer to another unit, they will be placed on the waiting list at the time of their request.

Persons covered under the Violence Against Women Reauthorization Act of 2013, or those requiring transfers due to medically supported reason or an accessibility issue, will be placed at the top of the property waiting list and receive priority of the general positions on the waiting list. Resident's requiring transfers due to a verifiable disability will not be charged transfer fees. The transfer of utilities will be the responsibility of the resident.

The property will keep a log of all denied applicants that completed the application process and will maintain a file of all rejected applications. The log lists basic household demographic and rental assistance information, if requested during any part of the application process, along with the specific reason for which an applicant was denied, the date the decision was made, and the date the denial notice was mailed or hand-delivered to the applicant.

The Waiting List will remain open until such time that an announcement stating otherwise is posted at the leasing office. Should the applicant pool exceed the number of applicants that may be housed within a year's time period, the management may opt to close the list for a specific time period. This date and time of the closure must be stated within the closure notice and posted at the leasing office. They will also announce the re-opening of the Waiting List in the same publications and post the re-opening notice at the leasing office.

Rejected Applications: Capstone will provide any rejected or ineligible applicant/household that completed the application process with a written notification of the grounds for rejection within seven (7) days of the determination. This will include the specific reason for the denial, and will reference this leasing criteria upon which the denial is based. Rejection letters will include contact information for any third parties that provided the information on which the rejection was based.

The property will provide in any non-renewal or termination notice, as allowed under applicable program rules, a specific reason for the termination or non-renewal. The notification will be delivered as required under applicable program rules, include information on rights under VAWA if the Development is subject to VAWA, and provide how a person with a disability may request a reasonable accommodation in relation to such notice.

Fair Housing and Section 504: This property financed by an affordable program administered by TDHCA. We strive to ensure equal opportunity housing for all those who qualify for this program. We established the following procedures to help identify and eliminate situations that create a barrier for those seeking equal opportunity housing. In accordance to the Fair Housing Act of 1968 and its amendments of 1988, and Section 504 of the Rehabilitation Act of 1973, this property will make reasonable accommodations for individuals with handicaps or disabilities (applicants and current residents included). These accommodations include, but are not limited to, alterations in the processes in which we administer policies, procedures, and services to those working, applying or currently living at this complex. Furthermore, this property confirms it will make structural modifications to the housing and non-housing areas of this property (common areas, and leasing facilities, etc.) to ensure full access to those persons with limitations due to their handicap or disability. We will perform such modifications in situations applicable by the 504 regulations and as per the restrictions to those regulations.

Violence Against Women Act (VAWA): This property follows the guidelines outlined in the **VAWA**. The law offers the following protections against eviction or denial of housing based on domestic violence, dating violence or stalking:

- A. In accordance with the Violence Against Women Reauthorization Act of 2013, an applicant's status as the victim of domestic violence, dating violence, sexual assault, or stalking is not a basis for denial of rental assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission.
- B. An incident or incidents of actual or threatened domestic violence, dating violence or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for terminating the assistance, tenancy, or occupancy rights of a victim of abuse.
- C. Criminal activity directly related to domestic violence, dating violence or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights of the victim of the criminal acts.
- D. Assistance may be terminated or a lease "bifurcated" in order to remove an offending household member from the home. Whether or not the individual is a signatory to the lease and lawful tenant, if he/she engages in a criminal act of physical violence against family members or others, he/she stands to be evicted, removed, or have his/her occupancy rights terminated. This action is taken while allowing the victim, who is a tenant or a lawful occupant, to remain.
- E. The provisions protecting victims of domestic violence, dating violence or stalking engaged in by a member of the household, may not be construed to limit Capstone, when notified, from honoring various court orders issued to either protect the victim or address the distribution of property in case a family breaks up.



- F. The authority to evict or terminate assistance is not limited with respect to a victim that commits unrelated criminal activity. Furthermore, if Capstone can show an actual and imminent threat to other tenants or those employed at or providing service to the property if an unlawful tenant's residency is not terminated, then evicting a victim is an option, the VAWA notwithstanding. Ultimately, Capstone may not subject victims to more demanding standards than other tenants.
- G. The VAWA protections shall not supersede any provision of any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence or stalking. The laws offering greater protection are applied in instances of domestic violence, dating violence or stalking.

Capstone/ Paddock Management will respond to any VAWA requests within 5 business days.

I ACKNOWLEDGE THAT I HAD AN OPPORTUNITY TO REVIEW THE PROPERTY'S QUALIFYING CRITERIA, WHICH INCLUDES REASONS WHY MY APPLICATION MAY BE DENIED, SUCH AS CRIMINAL HISTORY, CREDIT HISTORY, CURRENT INCOME, AND RENTAL HISTORY. I UNDERSTAND THAT IF I DO NOT MEET THE PROPERTY'S RENTAL QUALIFYING OR SELECTION CRITERIA, OR IF I FAIL TO ANSWER ANY QUESTION, OR IF I PROVIDE FALSE OR MISLEADING INFORMATION, THE PROPERTY MAY REJECT MY APPLICATION, RETAIN ALL APPLICATION FEES, ADMINISTRATIVE FEES AND DEPOSITS AS LIQUIDATED DAMAGES FOR ITS TIME AND EXPENSE, AND MAY TERMINATE MY RIGHT OF OCCUPANCY IF I HAVE ALREADY TAKEN POSSESSION OF A RENTAL UNIT AT THE PROPERTY.

X _____
Applicant Signature

X _____
Applicant Signature

X _____
Applicant Signature

X _____
Applicant Signature

X _____
Property Representative

Today's Date

