



## **Waters at Willow Run Rental Criteria**

We are delighted that you are interested in leasing a dwelling at Waters at Willow Run. In order to help you make your decision, we have listed the criteria for qualifying as a resident with us.

### **AGE REQUIREMENTS:**

An application for residency may be filled out by all potential lease holders and occupants over eighteen (18) years of age, even if living with a parent or guardian, or sixteen (16) years of age if the individual is protected by marital or familial status.

### **OCCUPANCY GUIDELINES:**

- One Bedroom – maximum of three (3) persons per dwelling unit
- Two Bedrooms – maximum of five (5) persons per dwelling unit
- Three Bedrooms – maximum of seven (7) persons per dwelling unit

### **FEES/DEPOSITS:**

- Application – \$17.50 Head of Household / \$12 Other applicants over 18 (non-refundable regardless of approval, denial, or cancellation)
- Security Deposit – \$100 One Bedroom / \$200 Two Bedroom / \$300 Three Bedroom

### **PETS:**

Domesticated pets (maximum of 2 per dwelling) are accepted with a \$150 deposit and \$150 non-refundable fee, per pet, paid in full prior to move in. Pets will be subject to a visual inspection, all community policies, and must meet the qualifications of our Pet Addendum including our restricted breeds list. Management reserves the right to change or amend the restricted breed's policies at any time. Documentation of vaccinations will be required. Violations of these policies will result in fines as outlined in the TAA Lease Contract and/or Atlantic Housing Management (AHM) Rules.

### **VEHICLES:**

Parking space is limited; therefore, the number of vehicles allowed is equal to the number of responsible lease holders per apartment. AHM reserves the right to amend these policies at any time.



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### **IDENTIFICATION:**

Credentials required and allowed to be photocopied: Government Issued Identification, Social Security and or ITIN, Passport. (Expired will not be valid)

### **REASONABLE ACCOMMODATIONS:**

We will comply with state and federal fair housing and anti-discrimination laws; including, but not limited to, consideration of reasonable accommodations requested to complete the application process. Reasonable accommodation requests may include but are not limited to: Requesting interpreters or auxiliary aids to effectively communicate with management. Requests may be made in writing to Management.

*Qualified Service/Assistance animals* will not be subject to restrictions on animal type, breed, number, weight restrictions, pet rules, or pet deposits, however a completed Pet Addendum and proper documentation from a health care professional, as well as documentation of vaccinations, must be provided prior to the animal being brought into the dwelling unit. Violations of these policies will result in fines as outlined in the TAA Lease Contract and/or AHM Rules.

### **INCOME/EMPLOYMENT REQUIREMENTS:**

Applicant's monthly gross income must be at least two and a half (2.5) times the total rent. Applicants with housing vouchers will need to make two and a half (2.5) times their portion of the tenant paid rent not covered by housing vouchers; however if the applicant's monthly portion of the rent is \$50 or less a minimum annual income of \$2500 is required. Applicant must have a minimum of three months continuous employment history & show proof of income. Guarantor's monthly gross income must be at least five (5) times the total market rent. Applicant/Guarantor must have a minimum of one year continuous employment history & show proof of income.

*Forms of verifications* are as follows: paycheck stubs for the last 3 consecutive months, employer verification (if check stubs are not available), award letters from an authorized agency or court documents, scholarships, study subsidies and/or inconsistent income such as alimony, and commissions or tips, which will require written verification. Self-Employment applicants must provide the previous year's tax return.

### **FULL TIME STUDENTS:**

Households comprised entirely of full-time students are not eligible to occupy a LIHTC unit unless one of the following exceptions is met:

- Household members are married and file a joint tax return or are eligible to file a joint return with their spouse
- Single parent household (as long as the single parent is not a dependent of another individual and the children are not dependents of anyone other than one of their parents)
- At least one household member:
  - Is enrolled in a federal, state, or local job training program



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- o Is receiving Temporary Assistance for Needy Families (TANF)
- o Was previously under the care and placement of the state foster care system

### **LIHTC INCOME GUIDELINES:**

All households at initial occupancy are required to have incomes at or below 60% of the Area Median Income (AMI) listed below to qualify.

*\*\*Subject to change annually*

Household Size	60% AMI
1 Person	\$34,200
2 Person	\$39,120
3 Person	\$43,980
4 Person	\$48,840
5 Person	\$52,800
6 Person	\$56,700

### **RENT LIMITS:**

**(Based on 60% AMI)**

1 Bedroom	2 Bedroom	3 Bedroom
\$916	\$1,099	\$1,270

### **CREDIT HISTORY:**

Waters at Willow Run requires a credit check, a FICO credit score is reviewed and must meet satisfactory scoring. Satisfactory scoring is based upon account payment history, any collection accounts, outstanding debt, and debt to income ratio. Unsatisfied bankruptcies, judgments and tax liens will be an automatic denial. Any evictions, foreclosures, and repossessions will also be an automatic denial. Applications will be denied if there are any unpaid real estate judicial judgments, rental collections, rental evictions or monies owed to a previous landlord. The apartment community shall provide the name of the third party screening company upon request.

*\*\*If no or insufficient credit history is obtained or considered a credit risk factor then the potential resident will need to pay an additional deposit of \$300 which will be due prior to occupying of the unit, as well as an approved rental profile (see Denied Applicants)\*\**

### **CRIMINAL BACKGROUND:**

The apartment community may perform a criminal background check on the applicant. Applicants with *felonies* (even if serving deferred adjudication) with a case pending for theft of property, damage to property, or a drug violation within the last 10 years from completion of sentence will be denied. All *felonies* related to violence, injury to persons, or sexual offenses regardless of time from completion of sentence will be denied. An applicant that has a juvenile



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record that includes any of these serious offenses will also be denied. Applicants with *misdemeanors* (even if serving deferred adjudication) with a case pending for theft of property, damage to property, or a drug violation within the last 7 years from completion of sentence will be denied. All *misdemeanors* related to violence, injury to persons, or sexual offenses regardless of time from completion of sentence will be denied. Any such offenses shall be grounds for denial of the application, or termination of the lease should such offenses occur after the approval of the initial application.

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.

### **SCREENING CRITERIA:**

Screening criteria will be applied uniformly and in a manner consistent with all applicable laws, including the Texas and Federal Fair Housing Acts, the Federal Fair Credit Reporting Act, Housing Tax Credit guidelines, and the Texas Department of Housing and Community Affairs rules. Applicants will be provided the names of any third party screening companies upon request.

### **DENIED APPLICATIONS:**

The apartment community shall return the security deposit (if a security deposit was required) with a letter of denial from the third party screening company documenting the reason for denial to the applicant(s) within seven days of the determination. Applications may be denied for the following reasons:

- Falsification of application or incomplete application by any applicant
- Poor rental profile of any applicant including:
  - Non-payment or frequent late payments (no more than four in a twelve month period)
  - More than two (2) NSF checks in a twelve (12) month period.
  - Drug Use (verified by written lease violation)
  - Unruly or destructive behavior by applicant(s), children or guests (verified by no more than three written lease violations in a twelve month period)
  - Poor supervision of applicant's children (verified by no more than three written lease violations in a twelve month period)
  - Violence to persons or property by applicant(s), children or guests (verified by no more than one written lease violation)
  - Poor housekeeping including storage or improper disposal of garbage, food, or human/pet waste creating unsanitary conditions, infestation, strong odors, or damage to unit, breezeways, walkways, or other common areas (verified by no more than two written lease violations)
  - Unauthorized occupants living in unit (verified by no more than one written lease



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Denied applicants have three days to appeal and provide necessary documentation to the third party screening company at the following toll free number, 800-491-2580 ext.143 if information on the screening determination is outdated or inaccurate.

### **CANCELLED APPLICATIONS:**

Applicants will automatically forfeit their deposit and any other funds given to management if the applicant cancels their move in after they have been processed approved, and the unit has been held off market.

### **LEASE AGREEMENT:**

A Lease Agreement shall be entered into between management and the head(s), co-head(s) and all members 18 years of age and older of the household prior to the family's admission. The initial lease term will be no less than one full year (12 months). One copy of the executed lease will be given to the resident, and one executed lease will be filed in the permanent file established for the family.

### **VAWA PROTECTIONS:**

Victims of Domestic Violence, Dating Violence Sexual Assault or Stalking have certain rights under the Violence Against Women Reauthorization Act of 2013 (VAWA). The intent of the policy is to protect victims and family members from being denied housing as a consequence of domestic violence, dating violence, sexual assault, and stalking. If any applicant wishes to exercise the protections provided under VAWA, he/she should notify management immediately. Verification may be required if an applicant wishes to exercise protections under VAWA.

**Atlantic Housing adheres to the Fair Housing Law (Title VIII of the Civil Rights Act of 1968 as amended by the Housing and Community Development Act of 1974 and the Fair Housing Amendment of 1988) which stipulates that it is illegal to discriminate against any person with respect to housing because of race, creed, religion, sex, national origin, disability or familial status. Waters at Willow Run is an Equal Housing Opportunity Community, and will comply with state and federal Fair Housing and anti-discrimination laws.**



**Waters at Willow Run  
Rental Criteria**

RESIDENT SIGNATURE(S):

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Signature

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Date

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Signature

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Date

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OWNER REPRESENTATIVE:

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Signature

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Date