

# **Integrated Property Management-Sierra Meadows Apartments**

## **Affordable Rental Requirements & Qualifications**

### **January 1, 2013**

**Fair Housing and ADA Statement:** Integrated Property Management supports The Fair Housing Act as amended prohibiting discrimination for housing based on race, creed, color, religion, sex, age national origin, mental or physical handicap, familial status, marital status, ancestry or sexual orientation as well as Section 504 of the Rehabilitation Act of 1973 which provides that no qualified individual with a disability should, only by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The Fair Housing Act allows for reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford a person with a disability the equal opportunity to use and enjoy a dwelling. The Section 504 of the Rehabilitation Act allows for reasonable structural modifications to units and public/common areas in a dwelling when those modifications may be necessary for a person with a disability to have full enjoyment of a dwelling. To show that a requested accommodation/modification may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability. It is also our policy to follow all federal, state, local fair housing laws and laws protecting specific classes.

**Qualification Acknowledgement:** Please note that these are current rental requirements and qualifications, nothing in these requirements shall constitute a guarantee or representation by Integrated Property Management that all residents and/or current occupants have met these requirements and qualifications. The ability to verify if these requirements have been met is limited to the information received by the applicants and various consumer reporting agencies used.

**Program Participation:** Thank you for your interest in Sierra Meadows Apartments, a Senior 55+ Affordable Housing Community. We participate in the Texas Department of Housing and Community Affairs (TDHCA) Low Income Housing Tax Credit (LIHTC) and the Harris County Community Services Department (HCSO) HOME Investment Partnerships Program hereby referred to as "the Program(s)" providing housing to extremely low income and low income households. As part of our processing we must verify all your household's income and assets to ensure Program eligibility according to the applicable program guidelines. The information you provide will be used only for that purpose and will not be dispersed or otherwise released to any third party.

**Acceptance of Applications and Pre-Applications:**

All applications for residency will be accepted and processed equally and fairly using a consistently applied set of Rental Requirements and Qualifications to ensure proper and legal screening. Applications must be accompanied by an application fee and security deposit and be completed in person by the applicant or, if unable, by a family member or friend who must also be present.

**Multiple Applicants:**

Each applicant shall be subject to approval of all rental requirements and qualifications. Each occupant is fully responsible for the entire rental payment and each must execute the Lease Agreement and Lease Agreement Addendums. Regardless of the number of adult roommates/household members applying for one apartment, the total household is subject to all income qualifications and Rental Requirements and Qualifications.

**Student Status:**

Households which **all** occupants **are** or **will** be Full-Time students prior to or during a lease term must be able to meet the guidelines set forth by the Low Income Housing Tax Credit (LIHTC) Program in order to be eligible to occupy a Program unit. Should the household fail to meet all such requirements, the household will be deemed ineligible and will be subject to lease termination prior to the end of the lease term and be given a 30 day written notice to vacate. Household agrees to notify Landlord immediately of any change in student status by any member of the household.

**Identity/Age/Social Security Verification:**

A valid United States government issued photo identification will need to be presented by all applicants. At least 80% of all applicants must be 55 years of age or older with the remaining 20% no younger than 50 years of age. The minimum age for all second, third, etc. lease holders are subject to Integrated Property Management approval if under 40 years of age. All applicants must have a United States government issued Social Security number in order for the verification process to begin. In the event that there is no United States Social Security number, the applicant must provide proof of foreign citizenship.

**Confidentiality:**

Integrated Property Management maintains a strict policy of confidentiality and privacy for all applicants and residents. Information provided on applications is not discussed with anyone other than the applicant. In addition, individual credit reports are not discussed with applicants. This information is used to determine household eligibility and will not be dispersed or otherwise released to any third party. However, this information may be released to appropriate Federal, State and local agencies when relevant and to civil, criminal or regulatory investigators and prosecutors. Failure to provide requested information may result in a delay or rejection of your application.

**Application Denied:**

If your application is denied or rejected you will be notified in writing immediately and be given the cause of the denial/rejection. If your application is denied or rejected due to information obtained on your credit/criminal report, you will be given the name, address and phone number of the consumer reporting agency that provided the information to us concerning the cause for the denial. The Application Deposit will be refunded, but the Application Fee will be retained by the Owner.

Your application may be rejected if any of the provided information by any individual in the household is deliberately false or misrepresented, failure to willingly disclose requested information or failure to respond to information requests according the Application Approval Addendum. A denial may occur if your gross household income is in excess of the current income limit provided by HUD or less than the minimum requirement of two (2) times the monthly rent from information disclosed on the TAA Application, TAA Supplemental Application and the Applicant Questionnaire. . In the event of a denial a new application will not be accepted for 6 months from the denial date.

**Application Cancelled:**

If the applicant(s) decides to cancel the application process and not lease the apartment for any reason, the applicant may do so within 3 days after submitting the application as long as the applicant: (1) has not already signed a lease; and (2) provides written notice to the Owner of applicant's election to cancel the application. In the event the applicant cancels the application pursuant to this provision, the Application Deposit will be refunded, but the Application Fee will be retained by the Owner.

If the applicant(s) decides to cancel the application process and not lease the apartment for any reason other than death or medical reasons as noted below... **AFTER** 3 days from the date the application is submitted, the applicant may do so as long as the applicant: (1) has not already signed a lease; and (2) provides written notice to the Owner of applicant's election to cancel the application. If the applicant cancels the application pursuant to this provision, the Application Fee and Application Deposit will be retained by the Owner as liquidated damages.

In the event of death of an applicant during the application process, the application may be cancelled by either a surviving applicant or an authorized representative of a sole deceased applicant **AFTER** 3 days from the date the application is submitted as long as: (1) neither a surviving applicant nor a sole deceased applicant has already signed a lease; (2) the surviving applicant or the sole deceased applicant's authorized representative provides written notice to the owner that the application will be cancelled; and (3) the surviving applicant or the sole deceased applicant's authorized representative provides a certified copy of the deceased applicant's death certificate. In the event the surviving applicant or the sole deceased applicant's authorized representative cancels the application pursuant to this provision, the Application Deposit will be refunded but the Application Fee will be retained by the Owner.

If the applicant(s) decides to cancel the application process and not lease the apartment for health related reasons and the applicant is moving into an Assisted Living Facility, the application may be cancelled **AFTER** 3 days from the date the application is submitted, so as long as the applicant: (1) has not already signed a lease; (2) provides written notice to the Owner of the applicant's election to cancel the application; and (3) provides to the Owner a copy of a new Lease Contract signed by applicant, as resident, with an assisted living facility where the applicant will reside. If the application is cancelled pursuant to this provision, the Application Deposit will be refunded but the Application Fee will be retained by the Owner.

If for any reason applicant(s) falsifies the application the Application Fee and Application Deposit will be retained by the Owner as liquidated damages.

**Additional Fees:**

Other monthly fees that you will be required to pay in addition to your rental payment may include, but are not limited to: utilities such as water & sewer, electric, covered parking, trash removal and pet rent.

**Pet Policy**

All pets must fall within our pet guidelines and approved by management. No aggressive breeds allowed such as, Pit Bulls, Dobermans, German Sheppard's, etc. A pet (small dog or cat up to 50lbs or 24'' tall) is permitted with a signed animal agreement and requires a deposit. Residents may have one additional pet (dog or cat) with an additional deposit. No more than two pets (dog or cat) per apartment.

**Miscellaneous:**

We accept households that hold a Housing Choice Voucher, however the household's monthly gross income must be equal to or greater than two (2) times the tenant paid portion of rent as determined by the local housing authority or a minimum of \$2,500 annually.

**Occupancy Standards:**

Occupancy shall be limited to no more than:

One (1) Bedroom: Two (2) Persons

Two (2) Bedrooms: Four (4) Persons

Three (3) Bedrooms: Six (6) Persons

If occupancy changes during the lease term, residents will be required to either: move into another available apartment that has an accepted number of bedrooms for the household size or move out of the community. Tenants must be able to live independently for there are no assisted care services provided.

### **Credit History:**

Integrated Property Management uses a statistical program for applicant screening. The program uses empirically derived, statistically sound, credit scoring system to evaluate your consumer credit report. Credit scoring is based on real data and statistics, so it scores all applicants in the same manner. Your consumer credit report contains information about you and your credit experiences, such as your bill payment history, the number and type of accounts that have late payments, collections actions, outstanding debt and the age of your accounts. Using a statistical program based on actual renter performance, the credit information is scored and a decision is made.

Applicant(s) may not have any negative credit history, including, but not limited to, tax liens, judgments, etc... that are owed **totaling over \$1000**. The decision may result in an outcome that may require a **double deposit** for the apartment for the application to be approved. Negative check writing history may result in being approved with payments required from **certified funds only**.

### **Rental History:**

Applicant(s) may not have any negative rental history, including, but not limited to, evictions, skips, or money owed to any previous landlord **totaling over \$1000**. The decision may result in an outcome that may require a **double deposit** for the apartment for the application to be approved.

Any record of or disturbance of neighbors, criminal or otherwise, destruction of property, poor living or housekeeping habits, illegal occupant, or unauthorized pet at any prior residence, which may adversely affect the health or welfare of other residents, may result in denial of the application. Rental history from a family member or a friend is not considered established rental history and will not be accepted. If the applicant has **no rental history** it may result in an outcome that may require a **double deposit** for the apartment for the application to be approved.

### **Criminal History:**

A criminal background search will be conducted on each occupant including all persons 18 years of age and older. Applicant(s) must not have a criminal history that reflects any prior felony convictions or deferred adjudication for felony offenses, theft, prostitution or any sex related crime whatsoever, including public indecency or drug related nature. These are considered **automatic denials**. The ability to verify this information is limited to the information made available by the reporting services utilized. If the criminal background search reveals past criminal behavior, which is contrary to what you reported on your application, acceptance of your application will be withdrawn.

Misdemeanors and Unclassified Offenses may result in an outcome that may require a **deposit in the amount of one month's full market rent** for the apartment for the application to be approved.

### **Income Limits:**

The annual income for households participating in the Program(s) may not exceed the current income limit per household size as determined by HUD based upon the Area Median Gross Income (AMGI) for a Metropolitan Statistical Area (MSA). These limits are published annually usually during the first quarter of each year.

**Please note: Income increases are allowed at Annual Recertification.**

### **Annual Recertification:**

All households participating in the Program(s) must recertify on an annual basis. Household's that initially income qualified at the Low HOME or High HOME designation whose income now exceeds the income limit at annual recertification for that designation may be subject to a rental rate increase according to the available unit rule set forth by the Program(s). A Household that initially income qualified at the LIHTC 60% designation is entitled to an income increase not to exceed 140% at annual recertification. If income exceeds 140% of the 60% income limit, the household may be subject to a rental rate increase according to the available unit rule set forth by the Program(s).

### **Income/Asset/Employment Verification:**

The total Monthly household gross income must be equal to or greater than two (2) times the monthly tenant paid rent. Acceptable forms of income and asset verifications include, but are not limited to, Employment Verification Form completed by applicants employer or current consecutive pay stubs covering up to a twelve (12) week period depending on the program designation, court documentation for court ordered payments, up to the last 3 year's tax return if self employed depending on the program designation, current Social Security, Pension benefit letters, six (6) months checking account statements, current savings, 401K, Annuity, etc. statements. Applicant acknowledges it is their responsibility to provide to and assist management in gathering all applicable information in order to determine program eligibility. If management is unable to verify all disclosed information in a reasonable amount of time, acceptance of your application will be withdrawn.

**Please note: All households participating in the Program(s) are subject to these verifications on an annual basis.**

### **Rent Limits**

The rental rates for households participating in the Program(s) may not exceed the current rent limit per bedroom size as determined by HUD based upon the Area Median Gross Income (AMGI) per household size for a Metropolitan Statistical Area (MSA). These limits are published annually usually during the first quarter of each year.

**Please note: Changes in rental rate may occur once amounts are published.**

