



# VILLAS OF SHERMAN

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## *RESIDENT SELECTION POLICY* *& MANAGEMENT PLAN*

*Effective November 8, 2019*

## **SECTION 1-FAIR HOUSING AND EQUAL OPPORTUNITY LAWS**

(Non-Discrimination Policy)

The Development will comply with state and federal fair housing and antidiscrimination laws; including, but not limited to, consideration of reasonable accommodations requested to complete the application process. Examples of discrimination in the occupancy process includes, but is not necessarily limited to:

Refusing to rent after a bona fide offer has been made, or to negotiate the rental of a dwelling;

Establishing admission requirements, which apply only to protected individuals;

Using different lease provisions to discriminate against a person with disabilities, a family with children or another protected class;

Denying admission or occupancy preference on the basis that the applicant has been a victim of domestic violence, dating violence, sexual assault or stalking, based on the Violence Against Women Reauthorization Act (VAWA) of 2013.

Employing any form of quota system to limit occupancy by protected individuals;

Limiting the use of facilities or services by a protected individual, or providing a lower quality of service to such a person;

Discouraging applications or inappropriately influencing through steering, threats or intimidation, the choice of dwelling;

Providing false or misleading information about a housing opportunity;

Failing to effectively communicate, through advertising or on-site marketing activities, the availability of housing to protected classes;

With respect to persons with disabilities, refusal to make reasonable changes in rules, policies, services or practices to permit full use and enjoyment of the housing by such persons;

Refusal to allow reasonable modifications to dwellings to permit accessibility by persons with disabilities; or

Employing different standards of eviction for a member of a protected class or those qualified through an affordable housing program



## SECTION 2-APPLICATION INTAKE

Management will accept an application for rental from any and all interested persons during normal business hours. Section 8 voucher and certificate holders are welcome to apply and will be provided equal consideration for occupancy.

Management will maintain a waiting list of prospective households for each bedroom size and unit designation. The property's waiting list will close when there are 8 or more households on the waitlist for each bedroom size and unit designation. If the property's waitlist falls below 8 households for each bedroom size and unit designation then the waitlist will reopen until there are 8 households on the waitlist for each bedroom size and designation then the waitlist will close thereafter. When the property's waiting list is open, households that request to be on the property's waiting list will complete a formal guest card detailing the calendar date/time of such a request, which will be filed by management in a **Waiting List Notebook** in order of the waiting list request date/time.. Prospective applicants may select to be on the waitlist for multiple bedroom sizes and/or unit designations. Neither a rental application nor screening will be required for a prospective applicant to be on the property's waiting list. Upon receiving a notice to vacate from a current household, management will contact prospective applicants based on the date/time noted on the formal guest card, and using the preferred contact method requested. A household that needs an accessible unit in accordance with 24 CFR 8.27 will be given priority on the waiting list. If a prospective applicant is contacted, and does not respond within 24-hours, then management will contact the prospective applicant again as well as the next prospective applicant (in chronological order) in the **Waiting List Notebook**. Whoever responds first will be given priority. If neither prospective applicant responds after 24-hours, the first, second and third waitlist applicant will be contacted, and so on, within 24-hour intervals. Whoever responds first will be given priority. If three collective attempts to contact a prospective applicant from the **Waiting List Notebook** results in no response, then the prospective applicant's formal guest card will be removed from the **Waiting List Notebook**, 24-hours from the last (3<sup>rd</sup>) attempt. With exception to occupancy preference for an accessible unit, current residents at Villas of Sherman will not be given priority within the **Waiting List Notebook**, regardless if transferring to a different unit size or set-aside, and will be added to the Waiting List Notebook based on the calendar date/time noted on the completed formal guest card. Once a prospective applicant from the waiting list has verbally or in writing agreed to lease a unit, the household will be required to complete a rental application, provide payment for an application fee, and process all low income housing tax credit paperwork within 72-hours of acceptance. If a prospective applicant from the waiting list does not complete the requirements above then the next household, in chronological order, will be contacted to lease the available unit.

The application may be completed by the applicant in the leasing office, completed by our staff (with authorization) if a health condition and no family member or friend can assist, or may be taken, completed and returned using the postal address, fax number or e-mail address found on page one of this plan. At the time of application, each adult applicant will receive the Texas Department of Housing and Community Affairs (TDHCA) form based on HUD form 5380 "Notice of Occupancy Rights under the Violence Against Women Act" and HUD form 5382 "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation." Applicants or current residents may contact any staff member within the leasing office directly regarding any reasonable accommodation(s). Requests can be made verbally or in writing. For applicants or current residents, the process for meeting reasonable accommodation, if not addressed immediately or pending required documentation, will be handled within two calendar weeks.

When a prospective applicant inquires, the manager shall have the person come to the office to complete a rental application form, or postal mail a rental application to the prospective applicant. In order to prioritize the application and to provide occupancy preference to qualifying households (if not already on the property's waiting list), the manager shall inquire if the applicant needs an accessible unit in accordance with 24 CFR 8.27. If occupancy preference is requested and no unit is available for occupancy at the time of the request, then the household will be given priority on the property's waiting list. The application must be thoroughly checked for completeness in the following areas, including required signatures and dates:

Complete addresses (current and previous street, box, apartment numbers, ZIP codes);

Complete birth dates of ALL household members;



Documentation of Social Security numbers for ALL household members age 1 and older. If applicant or member of applicant's household claims to have never been issued a Social Security number, a signed certification by the Social Security office must be included with the application. A parent or guardian must sign for minors who have never been issued a number.

Complete disclosure of ALL income sources for ALL household members. (e.g. - Employment, Unemployment, AFDC, Social Security (excluding delayed lump sum receipts), Veterans benefits, National Guard/Reserves (excluding hazardous duty pay), self-employment, income from assets and any other source of household income.)

Complete disclosure of ALL asset sources for ALL household members. (e.g. - Cash, checking and/or savings accounts, stocks, bonds, treasury bills, certificates of deposit, money market funds, other "cash" equivalents; accessible Individual Retirement Accounts (IRA, 401(K), Keogh); Personal property held for investment such as gems, jewelry, coin collections, antique cars, paintings, non-essential luxury items such as boats, recreational vehicles, jet skis, etc.; cash value of life insurance policies, equity in real estate or other capital investments, mortgages or deeds of trust held by the applicant and lump sum receipts such as inheritances, capital gains, one-time lottery winnings, etc.

ALL household members age 18 and older must present a valid driver's license or state issued personal identification card.

ALL household members must provide a declaration of citizenship or eligible non-citizen status.

**NOTE: AN APPLICATION SHALL BE CONSIDERED INCOMPLETE UNTIL THE ABOVE REQUIREMENTS ARE MET.**

### **SECTION 3: OCCUPANCY STANDARDS**

It is our policy that the minimum age for admittance to the community is 62 years of age. In all cases, one resident must be at least 62 years of age, and all other residents in the household must be at least 49 years of age or older. If a household exceeds the Maximum Occupancy standard upon lease renewal then the household will be required to transfer to an apartment that meets or exceeds the community's Maximum Occupancy standard, if available, or move out of the apartment if the Maximum Occupancy standard cannot be met. The maximum number of household members is two persons per bedroom.

### **SECTION 4: STUDENT STATUS**

An applicant household applying under the tax credit program cannot be comprised of all full-time students. A Student is defined as an individual, who during each of 5 calendar months during the calendar year, is a full-time student at an educational organization or is pursuing a full-time course of institutional on-farm training under the supervision of an accredited agent of an educational organization or of a state or political subdivision of a state. Furthermore, the five calendar months, noted above, need not be consecutive.

General Low Income Housing Tax Credit program exceptions to the above full-time student household status provision include a married couple that is *entitled* to file a joint tax return; single parents and their children, none of whom are dependents of a non-household member other than a parent of the member; a member receives TANF; a household member was previously in foster care; or a household member is enrolled in a job training program receiving assistance under the Job Training Partnership Act (JTPA / Workforce Investment Act) or under other similar Federal, State, or local program.



## **SECTION 5- REQUIRED FEES & DEPOSIT POLICIES**

A one-time application fee is required when applying for tenancy. Each adult applicant is charged \$10.66 for a screening report and an administrative fee of \$5.50 per household. Application fees per household size will be charged as follows:

1 person or married couple	\$16.16
2 persons	\$26.82
3 persons	\$37.48
4 persons	\$48.14

The required security deposit for each apartment bedroom size is noted below. An additional refundable security deposit may be required if insufficient or substandard rental history is verified as outlined in Section 6 – Screening. The unit security deposit and any additional deposits are collected on the date of move-in; not at the time of application.

1 Bedroom - \$150
2 Bedroom - \$200

The policies regarding the refund or surrender of security deposits are noted below.

**Early Termination of Lease without Cause:** If the term of the most recent executed lease contract is not fulfilled then the rental amount on the lease will be charged until the unit is occupied by a new resident, or until the lease term expires.

**Improper Notice to Vacate:** The lease contract requires a lease signer to give a set number of days notice when notifying management in writing of the intended move-out date. If insufficient notice is provided then the security deposit will be absorbed for the remaining number of days to equal the required notice stated within the lease contract.

**Assisted Living or Nursing Home:** If all or one of the lease signers are being transferred to a long-term care facility, nursing home or assisted living then management will require a formal letter from a physician or licensed nurse that mentions such a move is necessary. Please ask the physician or licensed nurse to not include any specific confidential or medical information within the explanation letter. If the lease is not fulfilled at the time of move-out and a letter is provided [as described above] then a lease signer must give management proper move-out notice as outlined in the lease contract, the deposit will be forfeited and an 85% reletting fee will be charged. If proper notice to vacate is supplied and the reletting fee is paid in full then the lease signer(s) will be released from the lease without future monetary obligation unless other fees and damages are owed after management has inspected the apartment.

**Death:** In accordance with the lease contract, if the sole lease signer passes then the family will need to provide management a written notice to vacate with the move-out date being at least 30-days from the date of death. If insufficient notice is provided then the security deposit will be absorbed for the remaining number of days to equal the required notice stated within the lease contract.

### **Pet Deposits:**

A refundable pet deposit of \$300 per pet is required at move-in or transfer if a pet will be living in your apartment home. Pet deposits, if any, are collected at move-in; not at the time of application. The weight limit per pet is 25 pounds, and limited to dogs, cats, birds and/or fish. No aggressive or exotic breeds of animals, including Pitt Bull, Rottweiler, German Shepherds, Huskies, Alaskan Malamutes, Doberman Pinchers, Chows, Presa Canario, Boxers, Dalmatians, any Wolf hybrid, wild or feral cats, or non-domestic species of birds. Fish aquariums shall be no larger than 50 gallons. Furthermore, specific animal, breed, number, weight restrictions, pet rules and pet deposits will not apply to households having a qualified service / assistance animal. Any damages believed to be caused by a pet will be deducted from the pet deposit, if applicable, at the time of move-out.



**Smoker's Deposit:**

A refundable smoker's deposit of \$500 is required at move-in or transfer if any member of the household will be smoking in your apartment home. A smoker's deposit, if any, is collected at move-in; not at the time of application. Smoking is defined by the use of any tobacco product. E-cigarette users will not be required to provide a refundable smoker's deposit. Any damage, including the removal of odors or discoloration of any interior surface, believe to be caused by unventilated smoking in the unit will deducted from the smoker's deposit at the time of move-out.

**SECTION 6-SCREENING**

All applicants that meet the Eligibility Criteria and Occupancy Standards will be as set forth below. Screening criteria will be applied in a manner consistent with all applicable laws, including the Texas and Federal Fair Housing Acts, the Federal Fair Credit Reporting Act, program guidelines, and the Department's rules.

The gross monthly income into the household must be at least **1.75** times the monthly rental amount to qualify for residency at the community. In cases where the household has \$100,000, or more in verifiable total liquid assets then gross income into the household must be at least **0** times the monthly rental amount to qualify for residency at the community. In the event that the applicant is a Housing Authority client, the minimum monthly income shall apply only to the resident portion of the monthly rent.

**IN OUR DESIRE TO MAINTAIN A COMMUNITY COMMITTED TO DETERRING CRIMINAL BEHAVIOR AND/OR ILLEGAL DRUGS, THE FOLLOWING SCREENING POLICY HAS BEEN PUT INTO PLACE REGARDING CRIMINAL CONVICTIONS.**

**AN APPLICANT OR OCCUPANT (INCLUDING A LIVE-IN AIDE / CARETAKER) WILL BE REJECTED FOR OCCUPANCY IF ANY OF THE FOLLOWING ARE TRUE.**

The applicant's household includes a member who has been convicted of a crime against persons or property.

**NOTE: CRIMES AGAINST PERSONS OR PROPERTY INCLUDE VANDALISM, GRAND LARCENY (GREATER THAN \$500), ROBBERY, EXTORTION, ABDUCTION, KIDNAPPING, HARRASSMENT, ARMED ROBBERY, MANSLAUGHTER, RAPE, A REGISTERED SEX OFFENDER, INCEST, SEXUAL ABUSE, GROSS SEXUAL IMPOSITION (GSI), BURGLARY, ARSON, ASSAULT, DISORDERLY CONDUCT, CHILD MOLESTATION, TERRORISM, TERRORISTIC THREATS, CONSPIRACY, AIDING AND/OR ABETTING, BATTERY, MURDER, HOMICIDE, AND RECEIVING STOLEN MERCHANDISE.**

**AN APPLICANT OR OCCUPANT (INCLUDING A LIVE-IN AIDE / CARETAKER) WILL BE REJECTED FOR OCCUPANCY IF ANY OF THE FOLLOWING ARE TRUE WITHIN 20 YEARS OF THE APPLICATION DATE:**

Conviction of any household member for drug manufacturing, cultivation, trafficking, or distribution.

**AN APPLICANT OR OCCUPANT (INCLUDING A LIVE-IN AIDE / CARETAKER) WILL BE REJECTED FOR OCCUPANCY IF ANY OF THE FOLLOWING ARE TRUE WITHIN 5 YEARS OF THE APPLICATION DATE:**

- Weapons related charges that resulted in a felony conviction
- Conviction of prostitution or solicitation of prostitution
- Conviction of forgery



**AN APPLICANT OR OCCUPANT (INCLUDING A LIVE-IN AIDE / CARETAKER) WILL BE REJECTED FOR OCCUPANCY IF ANY OF THE FOLLOWING ARE TRUE WITHIN 3 YEARS OF THE APPLICATION DATE:**

Except for marijuana related charges, conviction of any household member for drug possession, possession of drug paraphernalia or drug paraphernalia in a residence occupied by any member of the household.

**AN APPLICANT OR OCCUPANT (INCLUDING A LIVE-IN AIDE / CARETAKER) WILL BE REJECTED FOR OCCUPANCY IF ANY OF THE FOLLOWING ARE TRUE WITHIN 1 YEAR OF THE APPLICATION DATE:**

For specific marijuana related charges, conviction of any household member for possession, possession of paraphernalia or paraphernalia in a residence occupied by any member of the household.

**BASED ON RENTAL VERIFICATION FROM A PRIOR LANDLORD OR INFORMATION PROVIDED BY A CONSUMER CREDIT REPORTING AGENCY, YOUR APPLICATION WILL BE REJECTED IF WITHIN THE PAST FIVE YEARS:**

The applicant was evicted from rental housing.

If, at the time of move-in on this property, only one (1) prior landlord is owed then an additional, refundable deposit of one month's rent and a verified payment arrangement with the prior landlord is required. If the applicant moved out of rental housing and owes and/or owed two (2) or more landlords, then an additional, refundable deposit of one month's rent and a verified payment arrangement with the prior landlord(s) is required even if all monies owed to each prior landlord are paid prior to move-in. Additional deposits, if any, are collected at move-in; not at the time of application.

A prior landlord report shows evidence that the applicant or household member did not fulfill their lease term. If the landlord indicates the lease term was not fulfilled, yet prior written approval of early termination was provided by the landlord OR no verified balance is owed at the time of move-in then the applicant will not be rejected for occupancy.

The applicant did not pay rent and other housing obligations in a timely manner. If screening indicates one or more prior landlords accepted late payments more than twice during tenancy then an additional refundable deposit of \$135 will be required. Additional deposits, if any, are collected at move-in; not at the time of application.

If screening indicates two or more prior landlords were provided NSF (Non-Sufficient Funds) payments then applicant will be required to pay by bank check or money order for all future rent and other housing obligations, upon entering into a lease agreement.

The applicant was evicted or received a lease violation for not maintaining an apartment, including common areas, in a decent, safe and sanitary condition.

If the applicant was evicted or received two (2) or more lease violations for any issue related to bed bugs then an additional refundable deposit of \$400 will be required. Additional deposits, if any, are collected at move-in; not at the time of application.

The applicant was evicted or received a lease violation for damaging the property of the owner or other residents.

The applicant was evicted or received a lease violation for not respecting the rights and quite enjoyment of other residents.

The rental verification from a prior landlord is confirmed to be falsified, or the information provided is incomplete in order to determine the above criteria are met.

The community manager is responsible for all decisions with regard to approval of applications for residency. A denied or rejected applicant will be sent a letter within seven (7) days of the determination via postal mail or e-mail. The letter will include contact information for any third parties that provided the information on which the rejection was based. Disputes with regard to rejected applications will be referred to the property's assigned Regional Property Supervisor for final disposition. In addition, the denied or rejected household will receive the Texas Department of Housing and Community Affairs (TDHCA) form based on HUD form 5380 "Notice of Occupancy Rights under the Violence Against Women Act" and HUD form 5382 "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation."

### **SECTION 7- UNIT TRANSFERS**

A current resident shall submit a request to transfer in writing to management. With the exception of a new adult household member or occupant being added as part of a unit transfer request, household members listed on the lease [for a current unit] and requesting to transfer to a different unit will not be rescreened based on any of the criteria outlined in Section 6 – Screening of this plan. Households requesting to transfer to an accessible unit in accordance with 24 CFR 8.27 will be given occupancy preference for any available unit type, or provided occupancy preference on the property's waiting list. Households that are transferring and requesting reasonable accommodation(s) may contact any staff member within the leasing office directly. Requests can be made verbally or in writing. If not addressed immediately or pending required documentation, reasonable accommodations will be handled within two calendar weeks from the date the household requested to transfer. The Security Deposit, if any, for the old unit will be applied to any outstanding fees or damages identified at unit inspection. Any remaining balance will be credited toward the Security Deposit for the new unit. Any household that is denied or rejected for a unit transfer will be sent a letter within 7 days of the determination via postal mail or e-mail. The letter will include contact information for any third parties that provided the information on which the rejection was based. In addition, any household that is denied or rejected for a unit transfer will receive the Texas Department of Housing and Community Affairs (TDHCA) form based on HUD form 5380 "Notice of Occupancy Rights under the Violence Against Women Act" and HUD form 5382 "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation."

In cases involving a unit designation change from market to tax credit and/or a decrease in unit designation (e.g. – 60% to 50%), the household's income must be verified to determine that it does not exceed the published annual income limit for the household size and the desired unit's designation.

### **SECTION 8- ADDITION OF ADULT HOUSEHOLD MEMBER**

A new adult household member must submit application paperwork. A new household member that is single or married will be charged a \$10.66 screening report charge and each additional new adult member will be charged \$10.66. They will be screened in accordance with Section 6 – Screening. If the existing unit is tax credit then the new household member's income and assets must be verified and then combined with the existing household's income and assets to determine that the new total household income does not exceed 140% of the published annual income limit for a 60% designation unit. When adding new household member(s) within the first year of certification, the new member(s) income and assets will be added to the existing household's move-in income to determine if the new combined income continues to qualify for the current unit designation.





## **SECTION 9- INCOME / RENT LIMITS AND RECERTIFICATION**

A household applying for a tax credit apartment home must qualify under a gross income limit determined by the assigned unit designation and household size. At the time of application, certification of household income, to determine eligibility, is based on the disclosure of all income and assets described in Section 2 of this policy. Current income and rent limits for tax credit apartments are provided as an attachment, labeled as Appendix A, to this policy. At the time of lease renewal, each LIHTC household will receive an Annual Eligibility Certification form to fill out and sign, however, disclosure of income and assets for the LIHTC program will not be required at renewal unless one or more adult household members are added to the household and/or the current household has requested a unit designation percentage decrease via the waiting list process outlined in Section 2 of this policy. Additionally, the Student Status criteria outlined in Section 4 of this policy will apply at renewal.

## **SECTION 10- NON-RENEWAL & LEASE TERMINATION DISCLOSURE**

Management will adhere to the terms of the Texas Apartment Association *Apartment Lease Contract* and *Lease Contract Addendum for Units Participating in Government Regulated Affordable Housing Programs* signed by all adult household members. For violations of the above contracts or addendums, management will issue any non-renewal or termination notice in writing detailing the specific reason for the violation. Notices of non-renewal or termination will be delivered via first class mail, certified mail, hand delivered or posted on the inside of the dwelling's main entry door. Notices of non-renewal or termination will include information on rights under VAWA, how a person with a disability may request reasonable accommodation in relation to the notice and information regarding the appeals process. In addition, each adult in the household will receive a copy of the TDHCA form based on HUD form 5380 "Notice of Occupancy Rights under the Violence Against Women Act" and HUD form 5382 "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation."

### **Privacy Policy for Personal Information of Rental Applicants and Residents**

We are dedicated to protecting the privacy of your personal information, including your Social Security or other governmental identification numbers. We have adopted a privacy policy to help ensure that your information is kept secure. We follow all federal and state laws regarding the protection of your personal information.

**How information is collected.** You will be furnishing some of your personal information (such as your Social Security or other governmental identification numbers) at the time you apply to rent from us. This information will be on the rental application form or other document that you provide to us or to an apartment locator service, either on paper or electronically.

**How and when information is used.** We may use this information in the process of verifying statements made on your rental application, such as your rental, credit and employment history. We may use the information when receiving any lease renewal. We may also use it to assist us in obtaining payment from you for any money you may owe us in the future.

**How the information is protected and who has access.** In our company, only authorized persons have access to your Social Security or other governmental identification number. We keep all documents containing this information in a secure area, accessible only by authorized persons. We limit access to electronic versions of the information to authorized persons only.

**How the information is disposed of.** After we no longer need your Social Security or other governmental identification numbers, we will store or destroy the information in the manner that ensures that no unauthorized persons will have access to it. Our disposal method may include physical destruction or obliteration of paper documents or electronic files containing such information.



**Locator services.** If you found us through a locator service, please be aware that locator services are independent contractors and are not our employees—even though they may initially process rental applications and fill out lease forms. You should require any locator services you use to furnish you their privacy policies, as well.

**Waiver of Section 92.352**

In consideration of (1) the extra time that it takes to verify eligibility of low-income or affordable housing residents and (2) Owner's taking the rental dwelling off the market during the verification process. Owner and Applicant agree that the 7-day statutory rejection period in Section 92.352 et seq. of the Property code is waived. Instead, Applicant's application will be automatically rejected on the earlier of (1) the 60th day after date of application, or (2) the 7th day after Owner receives written replies from all employers, lenders, financial institutions, former spouses paying child support, education institutions, governmental agencies, and other entities to whom inquiries are required to be made by law to qualify resident.

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Applicant Signature\*

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Applicant Signature\*

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Applicant Signature\*

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Applicant Signature\*

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Applicant Signature\*

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Applicant Signature\*

\_\_\_\_\_  
Date

\* By signing above, each adult household member moving-in and/or transferring to a new unit [only] hereby acknowledges receiving a copy of the TDHCA form based on HUD form 5380 "Notice of Occupancy Rights under the Violence Against Women Act" and HUD form 5382 "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation."