



TownParc at Tyler - Resident Selection Criteria

Welcome to **TownParc at Tyler** apartment homes, we're glad you chose us!

TownParc at Tyler 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, **TownParc at Tyler** selects prospects without regard to race, color, religion, disability, sexual orientation, marital status, familial status, national origin, gender identity and age.

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.

This 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. Chapter 1, Subchapter B of this title provides more detail about reasonable accommodations. As per the Section 504 requirements, **TownParc at Tyler** makes reasonable accommodations (such as allowing applicants to request assistance with the reading 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.

Basic Eligibility

Age: Lease holder(s) must be 18 years of age or older, including head of household. All occupants 18 years of age or older are required to complete an application, even if living with a 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 two (2) persons per bedroom with the exception of one (1) additional person that is three (3) years of age or less.

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 eight (8) weeks & current income verification of two and a half (2.5) times the amount of the monthly rental rate of the selected apartment. For applicants that 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: Eight (8) weeks of current consecutive payment stubs from income source(s), a Finlay 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 a financial institution 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 two (2) year's personal income tax returns 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 additional verifications.

TownParc at Tyler operates under an affordable housing program which has maximum income and rent limits.

TOWNPARC AT TYLER – INCOME LIMITS – EFFECTIVE 05/01/2018						
# IN HOUSEHOLD	1 PERSON	2 PERSONS	3 PERSONS	4 PERSONS	5 PERSONS	6 PERSONS
40% Limits	\$18,000	\$20,560	\$23,120	\$25,680	\$27,760	\$29,800
50% Limits	\$22,500	\$25,700	\$28,900	\$32,100	\$34,700	\$37,250
60% Limits	\$27,000	\$30,840	\$34,680	\$38,520	\$41,640	\$44,700

Student Status: Unless they meet an exception, full-time student households, where all Household Members have been or will be full-time 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 no 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 is screened by CoreLogic, an outside vendor. Contact information is available upon request. CoreLogic has a proprietary scoring method. Credit scores above 250 but below 350 will be accepted with an increased deposit. Scores over 350 will be accepted with minimum deposit and scores under 250 will be denied. 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. 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: NO PETS ALLOWED

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.

Deposits, Rents and Fees

Security Deposits:

Apartment Type	Standard Deposit	Increased Deposit
2 Bedroom	\$250	One Month Rent
3 Bedroom	\$250	One Month Rent

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

Application Fees: Current application fees are \$31 for the first adult and \$26 for each additional adult that will be in the household.





Current Rents: Effective 05/01/2018

Unit Type	40% Rent	50% Rent	60% Rent
2 Bedroom	\$503	\$647	\$792
3 Bedroom	\$577	\$744	\$911

Application Process

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 a "NONE" or "0" should be placed in the answer space provided. All other questions should be answered with a yes, no, 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.
- **Credit:** A credit report will be completed on all applicants to verify account credit ratings. The results will be entered into the credit-scoring model, which determines applicant's eligibility to pay rent and security deposit level.

All decisions for residency are based on a system which considers credit history, rent history and income qualifications. An approved decision based on the system does not automatically constitute an approval of residency. Applicant(s) and occupant(s) aged 18 years or older MUST also pass the criminal background check based on the criteria contained herein to be approved for residency.

- **Criminal History:** A criminal background check will be conducted for each applicant and occupant. The criminal search will be run for all addresses at which the applicant(s) has resided over the previous 24 months. The application will be denied for any of the following reported criminal related reasons convicted of or subject to deferred adjudication for a felony, certain misdemeanors or sex offenses requiring registration under applicable law regardless of the applicant's age at the time the offense was committed. All records are evaluated from the date of disposition. Please remember that this requirement does not constitute a guarantee or representation that residents or occupants currently residing in our community have not been convicted of or subject to deferred adjudication for a felony, certain misdemeanors or sex offenses requiring registration under applicable law; there may be residents or occupants that have resided in the community prior to this requirement going into effect; additionally, our ability to verify this information is limited to the information made available to us by the resident credit reporting services used.

Rejected Applications: TownParc at Tyler 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 criterion 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.

Appeal / Dispute Process: You may appeal or dispute your declined rental application. TownParc at Tyler relies on Finlay Management Inc to investigate disputes, as they have a dedicated team to research and verify these requests. Denials due to Credit, Criminal History, Rental History & Evictions can only be disputed through Finlay Management Inc by calling 904-280-1000 for assistance.



Waitlist and Transfer Policy

Waitlist: 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. Preference will not be given to prospective applicants over existing residents. 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.

MULTIPLE SET-ASIDES: All applicants will be placed on the Wait List in the order they are received. Once an applicant reaches the top of the list, the household income will be calculated. That applicant will remain at the top position until a unit that meets their income level becomes available, unless that applicant chooses to accept a unit with a higher income tier. The applicant that chooses to accept a higher income tier must also meet the minimum income requirements. Applicants can never choose a lower income tier. If the applicant chooses to continue waiting for the lowest tier they qualify for they will remain in the top position. After 120 days, the applicant will need to update their income information to retain their top position.

Transfer Policy: Current residents may transfer from one unit to another unit on the same property according to the following policy:

- This property elected to select YES to question 8(b) of the 8609 making it a multiple building project. As no other funding programs exist and the property is 100% HTC, transfers can occur to any available unit in any building. Income re-qualification will not be required as the original qualifying data remains in effect as long as an original household member remains in the household.
- For any transfer to occur, the transferring residents' account must be current and no current lease violation investigations pending.
- Residents who have received three or more lease violation notices for any reason, and/or three or more late rental payments within the preceding twelve month period, are not eligible to transfer.
- A new deposit must be paid prior to any transfer. At no time will any deposit money be transferred from one unit to another unit either partially or in full.
- Residents may only transfer once in any three year period, except for the following reasons:
 - Medical Necessity – Must be recommended and documented by a medical professional
 - Change in Household Size

MANAGEMENT RESERVES THE RIGHT TO APPROVE OR DENY ANY TRANSFER AT ITS SOLE DISCRETION

- Transfers Within 30-Days of Lease Ending Date
 - Transfers may occur and must be completed within a 60-day window, 30-days prior to and 30-days after the lease ending date. The transferring resident will have possession of both units for a maximum of 72 hours with no charge for the new unit. After the 72-hour limit, the resident will be charged, on a pro-rated basis, for both apartments until such time that possession of one of the units is surrendered.
 - There will be no transfer fee. Any associated costs in moving or utility transfer fees are the sole responsibility of the resident.
- Transfers Outside of 30-Days of Lease Ending Date
 - The transferring resident will have possession of both units for a maximum of 72 hours with no charge for the new unit. After the 72-hour limit, the resident will be charged on a pro-rated basis, for both apartments until such time that one possession of one of the units is surrendered.



- There will be a \$250 transfer fee payable, in advance via money order or cashier's check, to **TownArc at Tyler**. The transfer fee may be waived if the transfer is due to a reasonable accommodation request or a change in household size as referenced above. Any associated costs in moving or utility transfer fees are the sole responsibility of the resident.

Non-Renewal and Termination Notice

Non-Renewal and Termination Notice: The owner will provide, in any non-renewal and termination notice, the reason for termination or non-renewal. The letter will be delivered as required under the program rules and will include all information on VAWA rights. Any person with a disability may request a reasonable accommodation. To request a Reasonable Modifications to be made, please contact your community manger directly by phone at **903-593-3200** or in person at the leasing office. Residents and prospective residents can appeal a Non-Renewal or Termination Notice by contacting your community manger directly by phone at **903-593-3200**.

Reasonable Accommodations Policy

Reasonable Accommodations: **TownArc at Tyler** is committed to the letter and spirit of the Fair Housing Act, which, among other things, prohibits discrimination against persons with disabilities. In accordance with the Fair Housing Act, we provide reasonable accommodations and/or modifications to our customers with disabilities in order to afford all residents equal use and enjoyment of our communities. Reasonable Accommodations are changes, exceptions, or adjustments to a rule, policy, practice, or service that may be necessary for a person with a disability to have equal opportunity to use and enjoy his/her unit and public/common use areas of a community. Reasonable Modifications are structural/physical changes made to units, common spaces, or parking areas in order to afford people with disabilities equal opportunity to use and enjoy his/her unit and public/common use areas of a community. To request a Reasonable Modifications to be made please contact your community manger directly by phone at **903-593-3200** or in person at the leasing office. All Reasonable Modifications requests will be responded to within 5 business days of receiving the request.

Fair Housing and Section 504: This property is involved in an affordable housing 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. **TownArc at Tyler** will be respond to any reasonable accommodation request within 5 business days.

Violence Against Women Act (VAWA)

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



