

Mountain View Apartments
RESIDENT SELECTION CRITERIA
(CONVENTIONAL PROPERTIES)

PURSUANT TO THE FAIR HOUSING AMENDMENTS ACT OF 1988 AND TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, IT IS THE POLICY OF THIS COMMUNITY TO PROVIDE HOUSING ON AN EQUAL OPPORTUNITY BASIS. WE DO NOT DISCRIMINATE ON THE BASIS OF RACE, RELIGION, COLOR, SEX, FAMILIAL STATUS, NATIONAL ORIGIN OR DISABILITY OR ANY OTHER PROTECTED CLASS IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL LAWS, INCLUDING SEXUAL ORIENTATION, GENDER IDENTITY OR MARITAL STATUS.

Residents will be selected in accordance with the following:

I. An applicant may be eligible for occupancy ONLY IF:

- A. The appropriate size unit for the applicant's household is available within the Community.
- B. The applicant is capable of fulfilling the lease agreement.
- C. The applicant's **total household monthly gross income** must be a minimum of 3 times the monthly rent amount. Income will include all monies coming to the household, such as gross wages, child support, interest, other income from assets, etc. All sources of income are required to be verified by the community staff. **Proof of income must be submitted with application.**
- D. Immediate family members may co-sign for any applicant, including a student, who does not meet the above minimum income requirements in order to allow the applicant to qualify for occupancy. The co-signer will be required to have a *minimum gross monthly income* level of 5 times the monthly rent. In addition to having a well- established credit history, the co-signer must also meet the Resident Selection Criteria credit history requirements.

II. Applicants will then be evaluated based on the following:

- A. All applications will be reviewed by a third-party screening agency to determine applicant suitability.
- B. Upon review, applicants will be evaluated based on credit, criminal history, landlord references and rental histories. A comprehensive recommendation based on SPM's standards will be provided with detailed reasons for the recommendation.

1. Credit Check - Present and Past Performance in Meeting Financial Obligations.

- Applicants will be **accepted** if their credit risk is minor or moderate.

- Applicants with limited credit, no credit or high levels of credit risk will be **accepted with conditions**. They may be required to pay an additional deposit or be required to produce an eligible co-signer/guarantor within ten (10) days of notification of such, or the applicant will be denied. Co- signers/Guarantors must complete a Guarantor Application and will be reviewed by the same third-party screening agency. Co-Signers/Guarantors are required to have a moderate credit risk or lower. Applicants will be permitted only two attempts to provide a qualified co-signer.

- Applicants with a non-discharged bankruptcy, closed bankruptcy less than 1 year, severe level of credit risk, judgments and/or collection records from prior residencies, eviction records, or criminal histories that have been outlined in this resident selection criteria will be **rejected**.

- **Applicants rejected because of severe levels of credit risk** have the option of utilizing services provided by Liberty Rent, LLC, a third-party co-signer company, at www.LibertyRent.com. We do not guarantee that your application will be approved using this service. Should your applications be approved, we will continue to process it in accordance to the Resident Selection Criteria.

**(Please note that the community may determine that an applicant is unsuitable based on other factors such as verifications of house-keeping habits or former landlord rental references not evaluated by our third-party screening service. Details on these requirements are further defined in this document.)*

2. Rental History - Present and Past Rental References. Applicant must have positive rental history for the three (3) years prior to application. Any application will be rejected for any one of the following:

- a) Any one history that the applicant has "**skipped**" a previous residence. (*skipped = moved without notice*)
- b) Any one "**eviction**" from a previous residence.
- c) Any three **late payments** of rent within a twelve month period from a current or previous residence.
- d) Any one report that the applicant, his/her household members or guests, were **destructive** to the apartment or common areas from a current or previous residence.
- e) Any one report that the applicant has or had **poor housekeeping habits** from a current or previous residence.
- f) Any one report that the applicant caused or was involved in **disturbances** from a current or previous residence.
- g) Any one report that the applicant **did not abide by the rules and regulations** from a current or previous residence.
- h) **Leaving other Rental Housing with any outstanding debt.**

3. Bed Bug Infestation History. If an applicant makes Management aware of bed bugs at the applicant's current or previous building or residence or if Management has reason to suspect that the applicant may have been exposed to a bed bug infestation, Management may require the applicant's furniture, clothing, and all household items to be professionally inspected and certified as bed bug free within seven (7) days prior to move-in. Additionally, prior to move-in, Management reserves the right to inspect all items intended to be moved into the Community to verify that no bed bug infestation exists. Failure to comply with the above steps to prevent bed bugs from infesting the Community may be cause to reject the applicant.

4. If an applicant has neither Credit History nor Rental History, then a co-signer on the lease (who is an immediate family member), a Liberty Rent Contract or a higher deposit, will be required. Any co-signer will be required to have a minimum income level of 5 times the monthly rent. In addition to having a well-established credit history, any co-signer must also meet the Resident Selection Criteria credit history requirements.

5. Present and Past Character History. All applicants and adult household members will be screened for **criminal history** prior to move-in and recertification. A history of convictions for any of the following offenses may be cause for rejection of an application for housing, or if the history applies to an existing resident, may result in lease termination. The Notice of Ineligibility will give the applicant the appeal procedures and explain their right to an informal hearing to provide mitigating circumstances and procedures to request a reasonable accommodation.

a) Violent Felonies

- i. A conviction for these or similar **violent felonies at any time prior to application**, will result in denial for:
 - Homicide
 - Sex offenses, including but not limited to forcible rape child molestation, and aggravated sexual battery
 - Inclusion on a life time sex offender registry
 - Kidnapping
 - Multiple (two or more) violent felonies from incidents that occurred on different dates
- ii. A conviction for these or similar violent felonies **within eight (8) years** prior to application will result in denial for:
 - Arson and crimes involving explosives
 - Felony involving bodily harm to a person
 - Manslaughter
 - Armed robbery
 - Burglary
 - Aggravated assault
 - Any Crime of violence that may establish that the applicant constitutes a direct threat to the health or safety of other individuals

b) Sale, Distribution or Manufacture of Controlled Substances

A conviction for the sale, distribution or manufacture of a controlled substance **within eight (8) years** from application, will result in denial. Multiple convictions from these crimes will result in denial of the application.

c) Nonviolent Felonies

A conviction for a **nonviolent felony within five (5) years** from the date of application will result in denial for:

- Buying, receiving, or possession of stolen property
- Robbery or theft
- Auto theft
- Embezzlement
- Prostitution
- Stalking
- Weapon Offenses
- Crime involving the illegal use of a controlled substance (other than the sale or manufacturing of such) with no evidence reflecting completion of a related recovery program
- Illegal gambling
- Commercialize vice

d) Violent Misdemeanors

If the conviction for a violent misdemeanor **occurred within five (5) years** prior to application, admission will be denied for these and similar crimes:

- Arson and crimes involving explosives
- Aggravated assault
- Sexual assault
- Robbery
- Stalking
- Domestic violence
- Kidnapping

e) Nonviolent Misdemeanors

If the conviction for a nonviolent misdemeanor **occurred within two (2) years** from the date of the application, admission may be denied for:

- Use or possession of illegal substance
- More than one DWI
- Buying, receiving, or possession of stolen property
- Burglary or theft
- Auto theft
- Embezzlement
- Prostitution
- Weapon offense

f) Multiple Misdemeanors

If the conviction for two or more misdemeanors for crimes that **occurred on different dates seven (7) years** prior to application, admission will be denied for these and similar crimes:

- Aggravated assault
- Arson or crimes involving explosives
- Robbery
- Sexual assault
- Stalking
- Domestic violence
- Weapon offenses

g) Appeal

After the property notifies an applicant that it plans to deny admission to a household based on a criminal conviction, the **applicant has fourteen (14) days** to provide information that the criminal history record does not apply to the applicant or provide any other information of mitigating circumstances to appeal the decision denying the application by contacting the person listed in the denial letter.

During the appeal/reconsideration process, the seven-factor test and any other relevant information will be applied to the applicant’s situation:

h) Seven Factor Test

- The seriousness of the criminal offense;
 - The relationship between the criminal offense and the safety and security of residents, staff or property;
 - The length of time since the offense, with particular weight being given to significant periods of good behavior;
 - The age of the applicant at the time of the offense;
 - The number of and nature of any other criminal convictions;
 - Evidence of rehabilitation, such as employment, participation in a job training program, education, participation in a drug or alcohol treatment program, or recommendations from a parole or probation officer, employer, or social worker, and
 - Tenancy supports or other risk mitigation services the applicant will receive during tenancy.
- i) Anyone who is currently engaging in the illegal use of a drug or is a current illegal abuser or addict of a controlled or illegal substance.
 - j) Anyone whose illegal use or pattern of illegal use of any controlled or illegal substance may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
 - k) Anyone whose abuse or pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
 - l) Anyone whose tenancy would constitute a threat to the health or safety of other individuals (including community management staff and Owner’s employees) or whose tenancy would result in substantial physical damage to the property of others, or whose tenancy would interfere with the peaceful and quiet enjoyment of the premises by others, or whose behavioral patterns, habits or practices may be reasonably expected to have a detrimental effect on the residents of the community (examples include, but are not limited to: history of domestic violence, history of quarreling with neighbors, disturbing neighbors, etc.).

Management may conduct a check of all adult household members for sex offender registration and criminal history at the time of each lease renewal. Should there be any evidence that any member of the household is subject to a lifetime state sex offender registration or that any prior records have been falsified or not properly disclosed or that a criminal history is discovered that violates the above policies in effect at the time of the lease renewal, the resident’s Lease may be immediately terminated.

6. Legal Age. The Head of Household must have the capacity under state and local law to enter into a legally binding lease agreement, including being of legal age of 19 (per Alabama Law). All occupants over 18 years of age must meet the qualifying standards in this document and must be lease holders.

7. Misrepresentation of Information. Applicant rejection will result if, during the course of processing an application, it becomes evident that an applicant has falsified or otherwise misrepresented any facts about his/her current situation, history, or behavior in a manner that would affect eligibility or applicant selection criteria qualification. This provision shall not be applied to minor mistakes that produce no benefit to the applicant.

III. Number of Occupants Allowed:

Applicants will be housed in the unit size appropriate for their household.

| Number of Bedrooms | Maximum Number of Occupants |
|--------------------|-----------------------------|
| 1 | 2 |
| 2 | 4 |
| 3 | 6 |
| 4 | 8 |

- IV. All applicant's household members will be processed as one approval or denial for an apartment.** If any one of the household members fails to meet the requirements of this Resident Selection Criteria, the application will be denied.
- V. Adding additional occupants after residency** - All occupants (including minors) must be reported to the office and listed on the lease. Any adult member added to the Lease at any time after initial move-in must also meet the requirements of the Resident Selection Criteria. All occupants 18 and older must meet all the above criteria and be listed as a lease holder.
- VI. To verify the identity of each applicant and all adult household members,** an *unexpired* photo ID will be required and *unexpired* proof of self-identification may be provided in any of the following forms:
- A.** A valid, state issued *unexpired* driver's license.
 - B.** A valid, state issued *unexpired* non-driver identification card.
 - C.** Valid photo voter ID card or other valid ID card issued by any state or the federal government, as long as it contains a photo.
 - D.** Valid U.S. passport/visa with a photo.
 - E.** Valid government employee ID card with a photo.
 - F.** Valid U.S. military ID card containing a photo.
 - G.** Valid tribal ID card containing a photo.

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