

## **Enclave at Copperfield**

### **Resident Selection Criteria**

Effective: November 6, 2024

**Welcome to Enclave at Copperfield!** Before you apply to lease an apartment, please take the time to review our rental requirements. The term "applicant(s)" under these requirements means any persons that will be signing the lease as a "resident." The term "occupant(s)" in these requirements means the person or persons who are authorized occupants under the lease. Some of our requirements apply to the applicants only; other requirements apply to all adult occupants. Please also note that these are the current rental requirements, and nothing contained in these requirements shall constitute a guarantee or representation that all occupants residing at **Enclave at Copperfield** must meet these requirements. There may be occupants who have resided at **Enclave at Copperfield** prior to these requirements going into effect; additionally, our ability to verify whether these requirements have been met is limited to the information we receive from the various resident screening services used. We are an equal housing opportunity provider that complies 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 the 10 TAC provides more detail about reasonable accommodations.

All applications will be screened equally without regard to any individual's race, color, religion, sex, handicap, familial status or national origin. 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 Texas Department of Housing and Community Affairs' rules. Section 8 Applicants are welcome.

Again, thank you for considering Enclave at Copperfield and Welcome Home!

### **Eligibility Requirements:**

#### **Apartment Availability**

Apartments are available on a first come, first served basis. Waiting lists are also on a first come, first served basis depending on availability. Our company policy prohibits employees from showing apartments that are not market ready, or to anyone that does not have valid picture identification card and identification number.

#### **Availability Preferences**

##### **Handicap Accessible Unit Preference:**

Before offering an available accessible unit to a non-handicapped applicant, management offers the unit to applicants in order as follows:

1. a current resident having a handicap requiring the accessibility features of the vacant unit and occupy a unit not having such features, or, if no such occupant exists, then
2. an eligible qualified applicant on the waiting list having a handicap requiring the accessibility features of the vacant
3. Residents or applicants that fall under VAWA or have any disability.

##### **Non-Handicapped Accessible Unit Preference:**

Management will offer available non-handicapped units to applicants in order as follows:

1. Residents or applicants that fall under VAWA or with any disability.

#### **Identification**

Each U.S. Citizen that applies for an apartment must have a Social Security Number and a government issued picture identification card. Non-U.S. Citizens must also provide a government issued picture identification card and identification number.

#### **Age**

Applicants must be 18 years or older unless Federal / State Regulations provide a variance.

#### **Occupancy**

All household members 18 years or older must complete an application. Co-Applicants must meet all requirements, excluding income and employment; although, income and employment will need to be verified and included in total household income.

No more than two people per bedroom, plus 1 additional person per unit. Children joining the household after the start of the lease will not cause the household to be in violation of the lease.

#### **Income**

Total gross monthly income must meet or exceed the greater of 2.5 times the amount of the monthly rent for the specific unit type desired or \$2,500 annually. (Exception: Section 8 voucher holder's rent portion will be determined by the agency issuing the voucher; therefore, minimum income requirements will not apply to households with Section 8 vouchers.) This minimum income requirement is waived at annual recertification.

All sources of income and assets must be disclosed and will be verified. Acceptable forms of verification include, but are not limited to, four (4) of the most recent and consecutive paystubs, benefit letters from the source, bank statements, statements from investment accounts, 3<sup>rd</sup> party verifications sent directly to and received directly from the source.

### Employment

All applicants must be currently employed with at least six months of consecutive employment or receiving Social Security or retirement benefits that meet the property income requirements. If moving from another city, new employment must be verified, and previous employment will also be checked. Applicants must provide the 4 most recent consecutive pay stubs. If paystubs cannot be obtained, a 3<sup>rd</sup> -party employment verification must be sent from management to the employer and directly back to management from the employer.

If an applicant is self-employed, a tax return and Schedule C from the prior year, as submitted to the IRS, is required. (Note: A tax return must be filed for all self-employed individuals who operate sole-proprietorship businesses or otherwise report income on Schedule C, regardless of whether the taxpayer is reporting a profit or loss.) Additionally, a Self-Employment Affidavit must be filled out and executed by the self-employed applicant.

### Rental History\*\*

Verifiable consecutive good rental history is factored for qualification purposes. Applicants that have broken leases will be accepted as follows: (1) restitution has been made to the satisfaction of the property in which the violation was incurred against AND (2) during the 2 years prior to the current application, the applicant has continuous rental history with no uncured lease violations. Regarding the restitution, the property from which the lease was broken must verify that payment was made and accepted by the property as compensation for the broken lease (this must be on letterhead). A promise to pay is not acceptable.

Applicants that have evictions will be accepted as follows: (1) restitution has been made to the satisfaction of the property in which eviction was incurred against AND (2) during the 3 years prior to the current application, the applicant has continuous rental history with no uncured lease violations.

Homeownership must be verified by cancelled checks proving payment of each month for 6 consecutive months prior to this apartment lease date or a deed of trust if paid off. Additionally, the value of the home, less principle owed and cost to sell, must be documented and included as a household asset.

If renting a house from an individual, the applicant must provide: (1) a copy of the Lease Agreement; (2) at least 2 utility bills in applicant's name, the utility bill must have the house address on the bill; and (3) 6 months of cancelled checks showing rent payment.

First time renters will be required to pay an additional deposit equal to one full month's rent if all other criteria are met.

### Criminal Background\*\*

Please consider the below as *Guidelines* for determinations of denials for Criminal History. Some offenses may not be categorized as below but may still have a basis for denial of occupancy. Criminal History will be evaluated on a case-by-case basis, as indicated in HUD guidance on the matter.

#### Automatic Denial Felony or Misdemeanor Conviction:

- Sex Offender Registration
- Murder, Homicide, Manslaughter related offenses
- Sexually Oriented offenses
- Threat/Terrorist Related offenses

#### Automatic Denial for Felony or Misdemeanor convictions within the past 3 years, including time elapsed since the date of any incarceration period, parole, or deferred adjudication period has concluded:

- Abuse/Assault and Battery related offenses
- Theft, Robbery, Breaking and Entering related offenses
- Abduction/Kidnapping offenses
- Arson related offenses
- Forgery, Money, Check related offenses
- Prostitution, Solicitation related offenses
- Fraud, Embezzlement, Tampering related offenses
- Firearms, Weapons, Explosive related offenses
- Narcotics Drug related offenses
- Gang related offenses
- Pornography related offenses
- Stolen Property related offenses



- Trespassing, Prowling related offenses
- Environmental, Animal related offenses
- Corruption of Minors related offenses

\*\* Rental history and criminal background are screened by *SafeRent Solutions* and the decision for acceptance or non-acceptance is made by the property manager based on the requirements listed in this selection criteria.

**Fees and Deposits:**

Application Fees    \$50 for each adult applicant                      Administrative Fees    \$100 per household

Deposits                      1 bedroom \$300    2 bedroom \$350    3 bedroom \$400

Applicant will be required to sign a lease within 14 days of application approval. The application deposit will be credited towards any required security deposit once the lease is signed. Otherwise, the application deposit will be refunded. All required deposits are fully refundable upon move out; however, any account balances including items listed in paragraph 25-27 of the TAA lease Contract may be deducted as liquidated damages.

**Animal Policy:**

Inside cats and dogs 35 lbs. and under, caged birds or fish with a 20-gallon fish aquarium maximum, no aggressive breeds. No exotic animals allowed. A refundable \$250 pet deposit is required, a \$250 non-refundable pet fee, and \$20 monthly pet rent is enforced. Specific animal, breed, number, weight restrictions, pet rules, and pet deposits will not apply to households having a qualified service/assistance animal(s). Prohibited aggressive breeds: Akitas, Alaskan Malamutes, Bulldogs, Cane Corso, Chows, Doberman Pinschers, German Shepherds, Great Danes, Mastiffs, Pit bulls, Rottweilers, Siberian Huskies, Terriers, and Wolf hybrids.

Households requesting reasonable accommodation for an assistance animal may be required to provide documentation from a health professional if the disability related need and the disability are not readily apparent. The documentation must verify the existence of the disability and the disability related need for the animal (the "nexus" between the disability and the requested accommodation).

Pet Screening is an essential part of the application process for all applicants. To ensure everyone is aware of our pet and animal policies, we partner with a third-party screening service. Whether you have a pet, no pet, or need accommodation for an assistance animal, you are required to complete the appropriate profile. This process helps formalize policy acknowledgments and maintain accurate records for improved accountability. If you need assistance completing your profile online, please contact your housing provider.

**Rejection Policy:**

If an applicant is rejected, the management will notify the applicant via telephone or in person explaining the reason for rejection; a follow-up rejection letter will be mailed to the applicant within 7 days explaining the reason in writing. The rejection letter will include: (1) specific references to the resident selection criteria in which the denial is based; (2) contact information for the third parties that provided information on which the rejection was based; (3) their rights to dispute the accuracy of any information (see grievance policy), and (4) HUD forms 5380 and 5382 as they relate to VAWA. In accordance with the Violence Against Women Reauthorization Act of 2013 (VAWA), applicants will not be denied on the basis that the applicant has been a victim of domestic violence, dating violence, sexual assault, or stalking (see attached HUD forms 5380 and 5382).

Management keeps a log listing the applicant's name, the date of and reason for denial, the date the rejection letter was sent, and the management representative's signature.

**Reasonable Accommodations:**

Reasonable Accommodation requests may be requested, verbally or in writing, by an applicant or resident by contacting the property's leasing office. All requests will be responded to by management within 5 business days.

Households with person(s) with a disability may not be excluded from admission to the property because an accessible unit is not currently available or be required to rent a unit that has already been made accessible. Households with person(s) with a disability are not required to provide specific medical or disability information other than the disability verification that may be requested to verify eligibility for reasonable accommodation or special needs set aside programs.

Reasonable accommodations in the form of waivers of resident eligibility may be considered on a case-by-case basis where convictions or prior tenancy references can be attributed to a disability or domestic violence perpetrated against the applicant as covered under VAWA.

Residents requesting to transfer due to a reasonable accommodation situation may do so by notifying the property's leasing office, verbally or in writing. All requests will be responded to by management within 5 business days. Special consideration will be taken for residents needing a reasonable accommodation; including but not limited to, making the next available unit ready for the accommodation.



**Violence Against Women Reauthorization Act (VAWA):**

An applicant or resident of Enclave at Copperfield may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis that the applicant or resident is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or resident otherwise qualifies for admission, assistance, participation, or occupancy.

In general, Enclave at Copperfield may not construe an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking as a serious or repeated violation of a lease term by the victim or threatened victim or as good cause for terminating tenancy. However, in accordance with VAWA 2013, owners may bifurcate a lease to terminate the tenancy of an individual who is a tenant or lawful occupant and engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against another lawful occupant living in the unit or other affiliated individual as defined in the VAWA 2013, (see attached HUD forms 5380 and 5382).

**Wait List Policy:**

The wait list is a log of all applicants that wish to apply for a unit they desire to lease but is not currently available. A separate wait list will be held for each unit type and set-aside designation; applicants and residents will be made aware of lower set-asides and the process for renting a lower rent unit (relating to income eligibility). The waiting list will be closed when 10 applicants for any type/set-aside is reached; the list will be immediately reopened whenever less than 10 applicants are on the list.

To be put on the waiting list, the applicant must fill out and submit a Rental Application for Residents and Occupants (the "Application") (without paying an application fee or application deposit, which will be paid when the applicant is taken off the waiting list as described below).

Once an apartment becomes available, applicants on the wait list will be called in chronological order of the date they applied and based on their desired preferences, move in date, location, etc. Within 24 hours after applicant is taken off the waiting list, applicant will be required to: (i) pay an application fee and application deposit; and (ii) submit all backup documentation required by this Resident Selection Criteria and the Application. Background screening will not commence until a unit has been set determined, application fees have been paid in full and all back up documentation has been received by management.

If applicant fails to timely pay the application fee and application deposit, the Application shall be considered withdrawn, and applicant shall have no further right to be on the wait list or rent an apartment. Applicant acknowledges that applicant will not be deemed to have submitted a completed rental application until: (i) applicant has paid the application fee and application deposit; and (ii) applicant has submitted all backup documentation required by this Resident Selection Criteria and the Application. Applicant will be notified whether the Application is approved or denied. Applicant will be required to sign a lease within 14 days after the Application is approved. The application deposit will be credited towards any required security deposit once the lease is signed. Otherwise, the application deposit will be refunded.

Special consideration will be taken for applicants needing accessible units in accordance with 24 CFR 8.27 and applicable regulations relating to accessibility and reasonable accommodations. Special considerations will also be taken by applicants covered under the VAWA. Households not residing in the property will not be prioritized over those already residing at the property in instances in which an existing resident household is seeking a unit with lower income restriction than the unit in which they currently reside.

**Waiting List Preferences:** Same preference order as listed in Eligibility Requirements.

**Unit Transfer Policy:**

Inner-community transfers (ICT) are permitted after a lease term is fulfilled. Transfers may occur in the middle of a lease term if downsizing or upsizing the number of bedrooms; in which case, a lease termination/transfer fees may apply. The property manager must walk the resident's current apartment to make sure that they are taking care of our property and that there are no excessive damages that will exceed the current security deposit amount. Every ICT must start a new full-term lease. Residents transferring must qualify by rental standards listed on this Resident Selection Criteria. A new refundable security deposit is required, unless the transfer is due to special accommodations (prior approval from supervisor is required). The security deposit from the old unit will be refunded if the apartment is left clean and no damages exist.

Residents in poor standing; balances owed, more than 2 lease violation(s), violation of unit conditions defined in the TAA lease paragraphs 19.2 and 25.2, will not be approved for a transfer.

Remedy available to victims of VAWA – an emergency transfer may be permitted provided that the resident:

1. Expressly requests the transfer, and
2. Believes there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit that the tenant is currently occupying; or
3. In the case of sexual assault, the sexual assault occurred on the premises during the 90-calendar day period preceding the date of the request for transfer.



**Non-Renewal and/or Lease Termination Policy:**

Repeated or uncured violations of the terms of the executed lease contract are reason for non-renewal. As allowed under applicable program rules, non-renewal or termination notices will state a specific reason for the termination or non-renewal and include grievance procedures. The notice will be delivered as required under applicable program rules. It will provide a lawful reason for the notice and clearly indicate that the owner may only enforce the termination of tenancy by judicial action and that the resident has the right to present a defense in court if the resident contests the termination or non-renewal (for additional information, see Grievance Policy attached to this criteria). Notices will clearly indicate that reasonable accommodations may be applied for VAWA and special needs situations (HUD forms 5380 and 5382 will be given with such notice). Persons with disability may request a reasonable accommodation in relation to such notice, see Reasonable Accommodations Policy.

**Rental Application:**

This statement of Resident Selection Criteria is a guide to the rental requirements for the community. Together with the Application the Statement will govern your application to our community. Applications may be filled out at off-site locations and submitted through means other than in-person at the leasing office:

Mailing Address            15503 FM 529  
Houston, TX 77095  
Email Address            copmgr@ti-f.org  
Fax Number                281-858-6536

*I HAVE READ AND UNDERSTAND ALL OF THE RENTAL POLICIES OF THIS COMMUNITY. BY SIGNING BELOW, I ACKNOWLEDGE THAT I AM NOT A CURRENT ABUSER OF A CONTROLLED SUBSTANCE. FURTHER, BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE NEVER BEEN CONVICTED OF THE ILLEGAL MANUFACTURING OR DISTRIBUTION OF A CONTROLLED SUBSTANCE. (Potential Applicant or occupants)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

