

# FPI MANAGEMENT

## APPLICATION CRITERIA

### TAX CREDIT/BOND/HOME – AGE RESTRICTED

VERSION 07302020

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Thank you for choosing \_\_\_\_\_ as your potential new home. We are delighted that you are interested in our community and the following resident selection criteria is being provided to identify the evaluation process through which your application will be processed.

\_\_\_\_\_ This community is a 55+ age restricted community and applicants must meet the age requirements for application acceptance. At least one applicant must be fifty-five (55) years of age or older and additional occupants must be at least forty-five (45) years of age or older. (California: Additional occupant must be at least 45 years of age or older or qualify as a Qualified Permanent Resident as outlined by the California Civil Code, Section 51.3 specific age requirements of Civil Code Section 51.3 can be obtained from the community for which you are applying.)

\_\_\_\_\_ This community is a 62+ age restricted community and applicants must meet the age requirements for application acceptance. All occupants residing in the household must be at least sixty-two (62) years of age or older.

It is the policy of FPI Management to comply with all applicable federal, state, and local fair housing laws and not discriminate against any person based on race, color, religion, sex, family status, national origin, handicap/disability, or any other basis protected by state or local law.

It is the policy of FPI Management that a person with a disability may request reasonable accommodation, a reasonable structural modification, an accessible unit or the provision of auxiliary aids and services, in order to have equal access to a housing program. If you or anyone in your household has a disability, and because of that disability requires a specific accommodation, modification, or auxiliary aids or services to fully use our housing services, please contact the Community Manager for a Reasonable Accommodation/Accessibility Request Form.

The acceptance and processing of the rental application and its application fee does not constitute a guarantee of acceptance for housing. All applicants must meet the itemized criteria listed below to be considered for tenancy. All documentation requested during the application process must be submitted immediately. Failure to supply information or documentation within forty-eight (48) hours of the request may result in an application being rejected. Applications may take up to ten (10) business days to process.

#### **Application Fees/Holding Deposits**

Application fees are \$\_\_\_\_\_ for every application processed. Application fees are non-refundable and cover the costs of obtaining information about you, including but not limited to the cost of using a tenant screening service or a consumer credit reporting service and the reasonable time spent to validate, review, or otherwise process your application. Application fees are deposited on the same business day.

Reusable tenant screening reports are not accepted.

The apartment holding deposit is \$\_\_\_\_\_. Holding deposits are paid at the time the apartment reservation is made. All holding deposits are deposited once they become non-refundable. The holding deposit is not refundable when: 1) the applicant has been approved for move-in; including affordable program compliance approval, and 2) seventy-two (72) hours have expired since the initial deposit on the apartment home was made.

Acceptable forms of payment for the holding deposit and application fee: **Cash is never accepted**

CASHIER'S CHECK	MONEY ORDER	PERSONAL CHECK	CREDIT CARD

**Rental Application**

All persons eighteen (18) years of age or older, and those deemed to be an adult under applicable law with respect to the execution of contracts, will be required to complete their own separate application. Only applications that are fully completed and signed will be processed for consideration. An applicant's intentional misrepresentation or intentional omission of any information on the application will be sufficient reason for rejection of the application.

**Occupancy Guidelines**

In accordance with the following guideline, the household composition must be appropriate for the apartment size in which the household is applying.

If the household exceeds the maximum occupancy during tenancy, the household may be allowed to remain in the unit until the lease expires, or for a reasonable period of time after, before being transferred to a larger unit or move from the property. This is not applicable to the addition of adult occupants. Adding unauthorized occupants, without first obtaining management approval, is considered a violation of the lease.

BEDROOM SIZE	MINIMUM PERSONS	MAXIMUM PERSONS
Studio		
1 Bedroom		
2 Bedroom		
3 Bedroom		
4 Bedroom		

**Rental Scores**

The approval of credit is based on rental scores. Rental scores are relied upon to estimate the relative financial risk of leasing an apartment to you. Scores are calculated using a weighted average of factors, and your rental score results from a mathematical analysis of information found in your credit report and application. Such information may include your bill-paying history, the number and type of accounts you have, open bankruptcies, unpaid utility bills, collection actions, charge-off, repossession, eviction histories, outstanding debt, income relationships (rent-to-income and debt-to-income ratios), and other attributes that reflect on your qualifications to meet the terms of your lease.

The rental scoring system used was created for the purpose of treating all applicants consistently and impartially, without regard to subjective criteria.

**Rental Score Recommendations**

**Approve** – This is the most desirable recommendation and has the lowest security deposit level.

**Approved with Conditions** – Although the application will be accepted on this recommendation, this score presents a higher risk and may require the highest security deposit or co-signer.

**Decline** - The community may not proceed with the application.

**Income/Assets**

Residency at this community is limited to those households having moderate income and requires that households meet certain income qualifying standards established by the affordable program this community participates with. Household annual income must not exceed the affordable program income limits of the apartment home the household is applying for. Income limits are available in the leasing office.



Every applicant shall provide proof of all income and assets which may be verified by a third-party. Income must be legal and verifiable and all households must meet the income-to-rent ratio of at least \_\_\_\_\_ times the monthly rent amount. Applicants not meeting the income-to-rent ratio may be required to pay an increase to the security deposit or obtain a co-signer.

Adding unauthorized household occupants, without first obtaining management approval, is considered a violation of the lease. Additions to an existing household requires a full third-party recertification of all existing household members in addition to the income certification for the new member of the household; including third-party verification.

If there are any changes to a household's composition or income prior to move-in, management must be informed immediately.

All households will be required to recertify their income and assets annually prior to their move-in anniversary date. If a household fails to comply, a notice to terminate tenancy will be issued and the household will be required to move.

### **Student Eligibility**

This community is subject to certain student limitations. If applicable, the student status of each applicant for the current calendar year must be certified and verified. Some students may not qualify for housing under one or more of the programs unless certain exemptions are met. Please check with the office staff for more detail regarding student status program requirements.

### **Rental History**

Each applicant must have recent, consecutive, and a minimum of \_\_\_\_\_ month(s), verifiable third-party or mortgage payment history. Note: Applicants living with family members will not be considered as having third-party rental history. Applicants not having verifiable third-party rental or mortgage history may be required to pay an increased security deposit or obtain a co-signer.

Applications may be denied for the following reason:

- 1) An outstanding debt to a previous landlord
- 2) A public record of an unlawful detainer action or an eviction
- 3) A breach of a prior lease including failure to pay rent timely and non-compliance with rules, laws and regulations

### **Criminal History**

A criminal background check may be conducted for all persons eighteen (18) years of age or older. Applicants may be rejected for convictions related to offenses for drug use, manufacture or distribution of a controlled substance, fraud, property destruction, property theft, sex offences, and violence.

FPI Management will conduct an individualized assessment to determine whether the applicant poses a direct threat to others or property prior to making a final decision on whether to accept or deny the application. The individualized assessment will take into account relevant mitigating information such as (1) the facts or circumstances surrounding the criminal conduct; (2) the age of the individual at the time the conduct occurred; (3) evidence that the individual has maintained a good tenant history before and after the conviction or conduct; and (4) evidence of rehabilitation efforts.

### **Guarantors**

Guarantors are processed only after it has been determined that the applicant will not qualify on their own. Guarantors will be accepted for applicants who do not meet the required rent-to-income ratio, credit, or rental history requirements. Only one (1) guarantor per apartment is permissible. The guarantor will be required to complete an application and pay a full application fee. Guarantors must meet a higher financial standard which includes demonstrating the ability to meet the income-to-rent ratio of the household they are guaranteeing in addition to their own mortgage or rent



payments. Guarantors must also meet all other financial qualifying criteria identified in the Guarantor Application Criteria. The guarantor will be asked to sign a Guaranty Agreement and a notary may be required.

### **Waiting List**

The applicant waiting list is maintained according to unit size and will remain open with the understanding that those who are listed are informed of its length, the policies and procedures for selecting individuals, and how applicants are added to the waiting list.

1. If no apartment homes are available, an eligible applicant will be placed on the applicant waiting list.
2. In order to maintain a balanced application pool, the property may restrict or suspend application acceptance and close the applicant waiting list. The property will also update the applicant waiting list by removing the names of those who are no longer interested in, or no longer qualify for housing.
3. If the applicant waiting list contains enough applicants to result in a wait of more than one full year for all applicable bedroom sizes, the wait list may be closed. The applicant waiting list may remain closed until it is reduced to less than a one-year wait for admission.
4. During the period when the applicant waiting list is closed, the property will not maintain a list of individuals who wish to be notified when the waiting list is reopened.
5. The applicant waiting list is updated approximately every six (6) months.

Waiting List Preferences:

- a. Current residents who need to transfer to a different unit due to disability
- b. Outside applicants wishing to move into the property
- c. Date of availability for move-in

### **Pets**

If pets are accepted, applicants must fill out a Pet Application and follow the Pet Acceptance Criteria established for the community. Assistive animals for persons with disabilities are not considered to be pets, but do require advance written approval of management.

### **Smoking**

This community is \_\_\_\_\_ is not \_\_\_\_\_ a smoke free community.

This community offers \_\_\_\_\_ does not offer \_\_\_\_\_ smoke free apartment homes.

If the apartment home or any part of the community is smoke free, the resident, members of the resident's household, or resident's guests or visitors, shall not smoke anywhere prohibited and identified in the Smoke Free Addendum.

### **Water Furniture**

Liquid filled furniture over ten (10) gallons is allowed but requires proper insurance coverage and prior written approval. A certification of insurance in the amount of \$100,000.00 evidencing liquid filled furniture coverage must be provided prior to bringing any liquid-filled furniture into the household.

### **Photo Identification**

All applicants will be required to provide a government-issued photo identification to confirm identity. If an applicant's identification cannot be verified, it is grounds for rejection.

### **Conduct**

Applicants may be rejected for conduct displayed during the tour or application process that would constitute a violation of the lease policies. Applicants must display the ability to comply with lease policies.

**Violence Against Women Act (VAWA)**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that Multifamily Project-Based Section 8, LIHTC and/or HOME Program is in compliance with VAWA. This notice explains your rights under VAWA.

**Protections for Applicants**

If you otherwise qualify under Multifamily Project-Based Section 8, LIHTC and/or HOME program, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. VAWA ensures that victims are not denied housing and housing assistance solely because the person is a victim of VAWA crime. However, being a victim of a VAWA crime is not a reason to change the eligibility or applicant screening requirements.

The Notice of Occupancy Rights under the Violence Against Women Act will be provided to applicants/residents which outline their rights and obligations under VAWA protection from domestic violence, dating violence, stalking, and sexual assault at 1.) When an individual is denied residency; 2.) When an individual is admitted to an apartment and 3.) With any notification of eviction or termination of assistance.

**Denied/Approved with Conditions**

Denied or conditionally approved applicants will be notified in writing of the reason for denial or conditional approval. Consideration may be given for extenuating circumstances where this would be required as a reasonable accommodation for disability when determining the acceptability of tenancy. There may also be a grievance procedure in accordance with applicable state or federal program regulations for the resolution of disputes. A rejected applicant may not reapply for a period of ninety (90) days.

**Applicant Acknowledgement:**

**I/we acknowledge that our application will be reviewed and a consumer credit report, public search and/or an investigative consumer report that discloses the consumer’s character, general reputation, personal characteristics and mode of living will be obtained. A copy of any such report(s) will be provided to the applicant upon request.**

**I/we, the applicant(s), acknowledge that I/we have received a copy of the application criteria and understand the terms of possible residency.**

**I understand that FPI’s third-party providers will collect some of my anonymized credit, payment history, and behavior data, which may be used, now or in the future, to generate tenant risk models in accordance with the rules allowed by California Privacy Rights Act (CPRA) and the federal Fair Credit Reporting Act. By signing this document, you certify that you have read and acknowledged this notice.**

\_\_\_\_\_  
**Applicant Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Applicant Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Applicant Signature**

\_\_\_\_\_  
**Date**



## Rental Application Instructions

(Please read before completing Rental Application)

Thank you for your interest in our Apartment Community. In order to assist us with processing your application in a timely manner we ask that you complete the following:

- A separate Rental Application be completed by each household member 18 years or older.
- Rental Applications for all household members must be submitted to the Leasing Office Staff at the same time in order for us to determine eligibility for the LIHTC Program.
- The application needs to be fully completed and legible.
- If you make an error, please draw a single line through the mistake, write in the correct answer and initial your change.
- If a question or section does not apply to you, please use “no” or “none” in your answer. Do not leave any sections or questions blank.
- Applications that contain “white-out” or correction fluid cannot be accepted.
- Only applications with “wet” signatures can be accepted. Photocopies and/or emailed or faxed applications cannot be processed.

Please keep in mind that because our Community is operated under Section 42 of the Internal Revenue Code all information regarding household composition, student status, income and assets must be 3<sup>rd</sup> party verified before a lease can be executed. This process must also be completed on an annual basis.

**FPI RENTAL APPLICATION - TAX CREDIT**

**Apartment Community Name** \_\_\_\_\_

*A separate application is required from each occupant 18 years of age or older.*

Applicant - Last	First	Initial	Marital Status	Drivers License #	Social Security #	Date of Birth
Other Residents				Relationship	Social Security #	Date of Birth
				Relationship	Social Security #	Date of Birth
				Relationship	Social Security #	Date of Birth
				Relationship	Social Security #	Date of Birth
				Relationship	Social Security #	Date of Birth

Do you anticipate the addition of any new household members in the next 12 months? (Circle) **YES / NO**

If YES please explain:

**Residence History - Please provide all residence history for past 2 years.**

Current Address	Address, City, State, Zip					Phone
	Move-In Date	Projected Move-Out Date		Monthly Payment	Own/Rent/Lease	
	Landlord or Mortgage Co.			Address, City, State, Zip		Landlord Phone
	Reason for Moving					

Previous Address	Address, City, State, Zip					Phone
	Move-In Date	Projected Move-Out Date		Monthly Payment	Own/Rent/Lease	
	Landlord or Mortgage Co.			Address, City, State, Zip		Landlord Phone
	Reason for Moving					

Previous Address	Address, City, State, Zip					Phone
	Move-In Date	Projected Move-Out Date		Monthly Payment	Own/Rent/Lease	
	Landlord or Mortgage Co.			Address, City, State, Zip		Landlord Phone
	Reason for Moving					

**Income**

Current Employer (If Employed)	Employer Name			Address, City, State, Zip		Phone
	Supervisor Name			Start Date	Salary per Year, Month, Hour	Position/Occupation

Income	Source of Income			Income - Yearly, Monthly, Hourly		Phone
	Address, City, State, Zip				Comment:	

**A person with a disability may ask for:**

- I. A change in rules (reasonable accommodation);
- II. A physical change to their apartment or shared areas in the building (reasonable accommodation);
- III. An accessible apartment;
- IV. Aids and services to help you communicate with us.

**If you or anyone in your household has a disability and needs any of these things to live in the property listed above and use our services then contact the property management staff to fill out a form called a "Request for Reasonable Accommodation or Modification" (Optional).**

Do you need an accessible unit? Yes [ ] No [ ] If yes, please check one: [ ] Mobility [ ] Sensory

Other Accessible Feature Needed:

Applicant - Last	First	Initial	Daytime Phone Number			
Income (For additional, please attach a separate sheet of paper)	Source of Income		Income - Yearly, Monthly, Hourly		Phone	
	Address, City, State, Zip			Comment:		
<b>Vehicles</b>						
Auto #1 - Make	Model		Year	Color	License	State
Auto #2 - Make	Model		Year	Color	License	State
<b>Miscellaneous</b>						
Have you ever been evicted or asked to move?			Describe:			
Will you have any animals?			Describe Animal(s):			
Do you currently have bedbugs in your existing residence?			Describe:			
Will you have any liquid furniture?			Describe:			
Will you be installing a satellite dish?						
<b>Emergency Contact</b>						
Name of Nearest Relative/Contact		Relationship		Address, City, State, Zip		Phone
<b>NON-REFUNDABLE APPLICATION PROCESSING FEE \$ _____</b>						
<p>FAIR CREDIT REPORTING ACT &amp; INVESTIGATIVE CONSUMER REPORTING AGENCY ACT: In compliance with the Fair Credit Reporting Act and the Investigative Consumer Reporting Agency Act, Applicant hereby authorizes Landlord/Manager (and their agents) to verify the information above and to obtain reports necessary to verify the above information, which may include credit reports, investigative consumer reports, unlawful detainer (eviction) reports, bad check searches, social security number verification, income verification (including employment verification, if applicable) and previous tenant history. Applicant releases and agrees to defend, hold harmless and indemnify Landlord/Manager, their agents, servants and employees from and against any and all liability, legal proceedings and costs including attorney's fees arising out of verification of the information contained in this application and supporting documentation.</p> <p>I understand that FPI's third-party providers will collect some of my anonymized credit, payment history, and behavior data, which may be used, now or in the future, to generate tenant risk models in accordance with the rules allowed by California Privacy Rights Act (CPRA) and the federal Fair Credit Reporting Act. By signing this document, you certify that you have read and acknowledged this notice.</p> <p>This property follows all fair housing laws and does not discriminate against applicants or residents based on race, color, religion, national origin, sex, familial status, handicap/disability or any other protected class covered by relevant state and/or local fair housing laws. In addition, the owners of this apartment community have a legal obligation to provide "reasonable accommodation" to applicants and residents if they or any member of their household have a qualified disability or handicap and request reasonable accommodation.</p> <p>I understand that any change to my household income, assets, student status and/ or other compositions after the date of my signature, but prior to initial occupancy must be disclosed immediately to management staff.</p> <p>I understand that I acquire no rights in an apartment until a fully executed rental agreement has been completed and all monies due have been paid. I certify that to the best of my knowledge, all statements are true and complete.</p>						
Applicant Signature					Date	
Email Address:						
Day Time Phone #:						



FPI Management, Inc.



# AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION

**Property Name:** Senior Apartments at B20 **Unit:** \_\_\_\_\_

As a condition of participating in an affordable housing program, I understand the property owner is required to initially and annually certify each resident's eligibility for such program. Consequently, I understand it is necessary for me to give authorization for specific income and asset information to be provided on one or more of the following forms:

- Employment Verification
- Social Security/Supplemental Security Income Benefits Verification
- Public Assistance Verification
- Unemployment Benefits Verification
- Military Pay Verification
- Pension Verification
- Annuity or Stock Verification
- Deposit Verification Request
- Student Status Verification
- Child Support verification (to be used if property management has their own form)

This Authorization is limited to the forms listed above and expires 180 days after the date of my signature below unless revoked in writing by me earlier. By my signature below, I authorize the representative individuals to disclose my specific income and asset information as requested on the forms above. No other information may be released without my express written authorization.

*Notice to applicant/resident: Do not sign this document unless the authorized management agent's signature appears at the bottom of this page.*

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Signature of Applicant/Resident

Print Name of Applicant/Resident

Date

By the signature of its authorized management agent below, and in consideration for execution of this Authorization by the applicant/resident, property representative warrants the following:

1. Information requested on the above form is required and necessary to complete certification of the applicant/resident's eligibility to reside in the above housing property;
2. The information requested above will be used for no purpose other than determining such applicant/resident's eligibility; will be maintained as confidential personal information subject to disclosure only as required by proper administrative or judicial process, and will not be otherwise disclosed by the property owner or management; and
3. The property owner and management have instituted procedures that insure all personally identifiable information provided pursuant to this authorization will be maintained as (a) confidential personal information, (b) separate from that of other residents, and (c) using such physical and other security measures, including security measures for protection of records maintained in electronic or magnetic form, sufficient to protect such information from any unauthorized use, access, or disclosure.

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Signature of Authorized Management Agent

Print name of Agent

Date