

**Rush Creek Apartments**  
**1200 W. Sublett Road**  
**Arlington, Texas 76017**  
**817-419-0464**  
*Effective Date: January 1, 2017*

## **RESIDENT SELECTION PLAN-POLICY**

Welcome to Rush Creek Apartments. This apartment community was developed with special financing, which allows the rental rates to be more affordable. It is not connected with the Section 8 program, although applicants with Section 8 vouchers and certificates are welcome to apply.

### **I. FAIR HOUSING AND EQUAL OPPORTUNITY LAWS**

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. Chapter 1, Subchapter B of this title provides more detail about reasonable accommodations. 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. Management will not discriminate on the basis of race, color, religion, sex, age (except in eligibility requirements), handicap, familial status, national origin, and/or applicants covered by the Violence Against Women Reauthorization Act of 2013, in any phase of the occupancy process. The occupancy process includes, but is not necessarily limited to, application processing, leasing, delivery of management and service, access to common facilities, and termination of occupancy.

### **II. ACCEPTING APPLICATIONS**

Management will accept an application for rental from any and all interested persons during normal business hours. All persons desiring to apply for occupancy will be provided the opportunity to submit completed applications. It must be recognized that submission of an application neither guarantees the applicant housing nor obligates the property's agent to provide housing. Admission and move-in is contingent upon verified qualification of the applicant and availability of an appropriate unit.

- A. Written application, on the property's Texas Apartment Association (TAA) form, must be made in order to be considered for residency. Application may be made in person by the applicant(s), by mail, or by on-line service, if available.
  1. Proof of identity will be required for all family members (such as driver's license, state identification card, social security numbers for all family members)
  2. Should the applicant be personally unable to complete the form, the:
    - a. Applicant must be present to provide the information to the person that is completing the application form, or
    - b. Persons assisting the applicant must sign and date the application, indicate it was

completed at the direction of the named applicant, and provide identification to management.

3. The application must be fully completed and signed by the adult member(s). Any information not readily available to the applicant, must be so noted on the application form by the applicant.
- B. In order to process your application, management may need information/documentation to verify the following:
1. Current gross annual income. Income cannot exceed program requirement
  2. Credit and statewide Criminal History Background Check on all family members 18 years and older.
  3. Rental history. It is your responsibility to provide necessary information that allows us to contact your past landlords. If we are unable to verify your previous landlord and/or references, we reserve the right to deny your application.
  4. A person with a disability may request reasonable accommodations during application and while residing at the development by submitting the Special Unit Requirement Questionnaire by email or to the management office. Also you may contact the Management Office at 817-419-0464. Management will submit the request for review, and approval or denial of such request will be given to the applicant within three (3) business days.
- C. The screening criteria will be applied uniformly and in a manner consistent with all applicable laws, including Texas state laws, the Federal Fair Housing Act, the Federal Fair Credit Reporting Act and all Affordable Housing program guidelines. Information will be obtained and considered for all household members who are:
1. 18 years of age or over regardless if married or married at one time and presently divorced.
  2. A minor (under 18) who is emancipated from parental control by court order.

### **III. VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY**

Property managers understand that, regardless of whether state or local laws protect victims of domestic violence, people who have been victims of violence have certain rights under federal fair housing laws. The intent of this Policy is to support or assist victims of domestic violence, dating violence or stalking as well as to protect victims and members of their family, from being denied housing as a consequence of domestic violence, sexual assault, dating violence or stalking.

- A. If any applicant or resident wishes to exercise the protections provided in the VAWA, he/she should contact the owner/agent immediately. The owner/agent is committed to ensuring that the Privacy Act is enforced in this and all other situations.

B. The owner/agent will not assume that any act is a result of abuse covered under the VAWA. In order to receive the protections outlined in the VAWA, the applicant/resident must specify that he/she wishes to exercise these protections.

C. Compliance with Requirements Outlined in the Violence Against Women Act (VAWA)

1. The VAWA was promoted for a noble cause to make the lives of victims of abuse easier and to prevent homelessness. Some key points provided in the Act include:
  - a. A potential resident who certifies they were the victim of domestic violence would be allowed to be admitted, even with poor credit and/or poor owner/agent evaluations, if they can show the cause of these negative factors were caused by domestic violence. The owner/agent does require certification beyond self-certification of the applicant. This may include verification from police, domestic violence victims' advocates and social service agencies.
  - b. The Act assured that victims of domestic violence, sexual assault, etc. can have access to the criminal justice system without facing eviction.
  - c. Where someone is abusive to other members of the household, only the abuser may be evicted, if the reason for eviction is directly related to such abuse.
  - d. Residents living in assisted housing facing violence can be allowed early lease termination for a matter of safety.

D. Certification and Confidentiality

1. When the owner/agent responds to a claim of protected status under the VAWA the owner/agent will request, in writing if appropriate, that an individual complete, sign, and submit the VAWA certification form within 14 business days of the request. The owner/agent understands that the delivery of the certification form to the resident via mail may place the victim at risk, e.g., the abuser may monitor the mail.

Therefore, in order to mitigate risks, the owner/agent will work with the resident in making acceptable delivery arrangements, such as inviting them into the office to pick up the certification form or making other discreet arrangements. Owner/agent will respond to the request within three (3) business days of receiving completed certification with all required back up documentation.

2. If the resident has sought assistance in addressing domestic violence, dating violence or stalking from a federal, state, tribal, territorial jurisdiction, local police or court, the resident may submit written proof of this outreach.

E. In addition to submitting VAWA certification, the victim can submit one of the following:

1. A federal, state, tribal, territorial, or local police record or court record, or
2. Documentation signed and attested to by a professional (employee, agent or volunteer of a victim service provider, an attorney, medical personnel, etc.) From whom the victim has sought assistance in addressing domestic violence, dating violence or stalking or the

effects of the abuse. The signatory attests under penalty of perjury (28 U.S.C. §1746) to his/her belief that the incident in question represents bona fide abuse, and the victim of domestic violence, dating violence or stalking has signed or attested to the documentation.

- F. The owner/agent will carefully evaluate abuse claims as to avoid conducting an eviction based on false or unsubstantiated accusations.
- G. The identity of the victim and all information provided to owner/agent relating to the incident(s) of abuse covered under the VAWA will be retained in confidence. Information will not be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is:
  - 1. Requested or consented to by the victim in writing;
  - 2. Required for use in an eviction proceeding or termination of assistance; or
  - 3. Otherwise required by applicable law.
- H. The VAWA certification provides notice to the resident of the confidentiality of the form and the limits thereof. The owner/agent will retain all documentation relating to an individual's domestic violence, rape, dating violence or stalking in a separate file that is kept in a separate secure location from other resident files.
- I. If the owner/agent determines that physical abuse caused by a resident is clear and present, the law provides owner/agent the authority to bifurcate a lease i.e., remove, evict, terminate housing assistance to that individual, while allowing the victim, who lawfully occupies the home, to maintain tenancy.
- J. Owners/agents must keep in mind that the eviction of or the termination action against the individual must be in accordance with the procedures prescribed by federal, state, and local law. In the event that one household member is removed from the unit because of engaging in acts of domestic violence, dating violence or stalking against another household member, an interim recertification will be processed reflecting the change in household composition.
- K. Lease Addendum  
The owner/agent is required to attach the VAWA Lease Addendum, which includes the VAWA provisions, to each existing or new lease.

#### **IV. DENYING APPLICANTS**

- A. Applicants will be denied for the following reasons:
  - 1. For not meeting, or exceeding, Affordable Housing Program criteria for the property.
  - 2. For not meeting property screening criteria.
    - a. Screening score of 9 or below.

- b. For not having current verifiable monthly income minimum 2.5 times the resident's portion of the rental rate. However, if a family's share of the rent is \$50 or less, a minimum annual income of the greater of a monthly income of 2.5 times the household's share of the total monthly rent amount or \$2,500.00 annually will be required.
- c. Rental History, failure to pay rent in a timely manner, history of lease violations, repeated disturbance of neighbors peace, reports of drug dealing, drug use, manufacturing, gambling or prostitution. There is reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol interferes with the health, safety, or right or peaceful enjoyment of the premises by other residents. Allowing person(s) not on the lease to reside at the residence. Damage to the property beyond normal wear and tear. Failure to give proper notice when vacating. Eviction, landlord claims or balances will not be accepted within the past 60 months OR unless balance is paid in full. It is your responsibility to provide us with contact information for previous landlords. If we are unable to verify your previous rental history, we reserve the right to deny the application. *First time renters may be considered with additional security deposit.*
- d. Criminal Record(s):
- Automatic Denial Felony:
- Sex Offender Registration
  - Murder, Homicide, Manslaughter related offenses
  - Sexually Oriented offenses
- Automatic Denial Felony if offense is within the past 84 months:
- 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
- Automatic Denial Misdemeanor:
- Murder, Homicide, Manslaughter related offenses
  - Sexually Oriented offenses
- Automatic Denial Misdemeanor if offense is within the 24 months:
- 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

3. Application is incomplete and cannot be made complete based upon the applicant’s lack of cooperation.
4. Family composition does not conform to units available on property.
5. Applicant provided false information necessary in the determination of eligibility.
6. Voluntary withdrawal of the application by the applicant.
7. Management is not able to reach the applicant by phone, mail or email.

If you do not meet our Screening/Eligibility Criteria you will be provided a written explanation of the grounds for rejection within seven (7) days of application completion.

## V. OCCUPANCY STANDARDS

There are no government program requirements relative to the number, sex or relationship of people who may share a bedroom. Rush Creek Apartments has established the following occupancy standards:

<u>Bedroom size</u>	<u>Maximum # of Occupants</u>
2 Bedrooms	4
3 Bedrooms	6

## VI. ANIMAL POLICY and ANIMAL DEPOSITS

No animal, which may constitute a threat to a resident or the community, will be allowed. Only dogs, cats, birds or fish are allowed. Aquariums will be allowed with a 20-gallon maximum capacity. No more than two pets shall be permitted per apartment. Pet Deposit is \$1,000 per pet. All pets must meet the following requirements:

- A. Animals full grown must weigh no more than 35 lbs.
- B. All pets must be photographed at move-in and photograph to be attached to Animal Agreement.

- C. Pets must have vaccinations and be registered with the City.
- D. All pets must be on a leash when outside of the apartment.
- E. Breed restrictions apply to dogs. Unacceptable breeds may include, but are not limited to:

Boxer, Bull Terrier, Dingo, Giant Schnauzer, German Shepherds, Rottweiler, Pit/Bulls/American Staffordshire Terriers, Chow Chows, Presa Canarios, Akitas, Dobermans, Mastiffs, Huskies, Malamutes, Great Danes, Saint Bernard, Shar-Peis, Wolf-hybrids and other breeds of a vicious or aggressive nature or mixes of these breeds.

- F. Prohibited Animals/Reptiles, may include:  
Tarantulas, Reptiles (snakes, iguana, etc.), Ferrets, Skunks, Squirrels, Rabbits, Raccoons, Rodents (rats, mice), Pot Belly pigs, other farm or exotic animals

The Resident understands that he will be assessed a lease violation penalty and may be asked to remove his pet from the premises if any of these rules are violated. *Specific animal, breed, number, weight restrictions, pet rules, and pet deposits will not apply to households having a qualified service/assistance animal(s).*

## VII. Waiting List Policy

Only fully executed TAA applications will be accepted and will be recorded by date. Applicants will be placed on a waiting list when the preferred unit is not available.

- A. The applicant's name will be placed on the established Waiting List. The applications will be entered based on the date the application is received. Qualified applicants are selected on a first-come, first-served basis. Management will also indicate on the Waiting List the following about each applicant:
  1. Eligible bedroom size based on occupancy standards.
  2. Need for an accessible unit.
  3. Applicants covered by the Violence Against Women Reauthorization Act (VAWA).
  4. Program eligibility based on income. Will be reviewed again at move in for accuracy and/or designation change requirements.

- B. Waiting List Notification:

It is the applicant's responsibility for reporting any changes such as address, family size and phone numbers. You are required to update your household information every three (3) months either by phone, email, or in writing to the rental office at:

*Rush Creek Apartments  
1200 W. Sublett Road, Arlington, Texas 76017 817-419-0464*

Your name will be removed from the list if you fail to contact management every three months.

- C. Waiting List Preferences

#### Handicap Preference:

Before offering a vacant accessible unit to a non-handicapped applicant, management will offer such units as follows:

First, to a current resident of the property having a disability that requires the accessibility feature of the vacant unit. A resident requiring an accessible unit will be placed on a Transfer List until such time as an appropriate unit becomes available.

Second, to an eligible qualified applicant on the waiting list having disabilities that require the accessibility features of the vacant unit.

Third, to an eligible qualified applicant not having a need for an accessible unit. This person will be housed with the understanding, via a lease addendum, that should an applicant require the features of the accessible unit, this resident not requiring the accessible unit will move to the next available non-accessible unit.

#### OPENING & CLOSING THE WAITING LIST

Once the waiting list has a minimum of 25 applicants, the acceptance of applications may be suspended. Notice of the suspension will be posted in the office where all Applicants can see. When the waiting list has five (5) applicants remaining, Management will reopen the waiting list to the public. Management will contact outreach agencies listed on the AFHMP when the Waiting List has reopened.

#### ASSIGNMENT OF APARTMENTS

An applicant will be offered an apartment of appropriate size and type. If more than one (1) such appropriate apartment is vacant and available, applicant may be given a choice. You will be notified when management will start processing your application for eligibility for an apartment. You will have three (3) days from the date of notification to schedule an appointment. If you do not respond to the application processing notification, management will notify you by letter that you have been removed from the waiting list. If the applicant rejects the vacancy offered, he/she shall be removed from the waiting list.

### **VIII. Unit Transfer Policy**

Residents must complete a Unit Transfer Request to be reviewed by management.

- A. No in-house transfers will be allowed during a residents initial lease term unless there is a medical reason for the transfer. Third-party verification from a Physician or licensed medical professional is required.
- B. Residents may be eligible for a unit transfer if their income or family composition changes.
- C. Resident in poor standing; balances owed, more than 3 lease violation(s), violation of unit conditions defined in the TAA lease paragraphs 19.2 and 25.2, will not be allowed a transfer.

D. The property restrictions require transfers from one building to another building that households must income qualify at the current income limits. If a unit is not available, the resident will be placed and selected from the waitlist as described in the wait list procedures. Residents will not be given priority over applicants not residing at the property that are on the waitlist unless there is a medical reason for the transfer. Third-party verification from a Physician or licensed medical professional is required.

E. If a resident has requested a transfer, the resident shall be offered the apartment and must complete the transfer at their expense within ten (10) calendar days. All damage or cleaning charges must be paid prior to the transfer.

F. Same floorplan, same rent apartment transfers will not be allowed unless there is a medical reason for the transfer. Third-party verification from a Physician or licensed medical professional is required.

G. A resident who has indicated intention of vacating within a three month period will not be transferred.

H. A new security deposit based upon unit size will be required to be paid prior to moving into the new unit. An inspection will be made after the resident has moved out of the old unit and any damages, delinquent rent, unreturned keys, gate or garage remotes, etc. will be deducted from the prior security deposit and a final account statement will be provided.

## **IX. Non-Renewal and/or Termination Notices**

### **Non-Renewal Notices:**

For all Programs a 30-Day Written Notice will be delivered by posting the notice on the back of the front door of the unit or by hand to an occupant 16 years or older.

### **Termination Notices:**

For HTC, BOND, HTC, TCAP, and Exchange Developments:

- A 3-Day Written Notice to Vacate will be delivered by posting the notice on the back of the front door of the unit or by hand to an occupant 16 years or older.

For HOME and NSP Developments:

- A 30-Day Written Notice to Vacate will be delivered by posting the notice on the back of the front door of the unit or by hand to an occupant 16 years or older.

## **X. OTHER POLICIES**

### **For Housing Tax Credit units:**

No household can consist of all full-time students unless the household meets one of the following exemptions:

1. At least one student receives assistance under title IV of the Social Security Act
2. At least one student participates in a program receiving assistance under the Job Training Partnership Act (JTPA), Workforce Investment Act or under other similar federal, state or local laws.
3. At least one student is a single parent with child(ren) *and* this parent is not a dependent

of another individual *and* the child(ren) is/are not dependent(s) of someone other than a parent.

4. Students are married and file (or entitled to file) a joint federal tax return.
5. At least one student was previously under the care and placement responsibility of the state agency responsible for administering foster care.

**For HOME/NSP units:**

Any adult household member that is either a part time or full time student must meet one of the following exemptions:

1. Be at least 24 years old by December 31 of the award year for which aid is sought
  2. Have legal dependents other than spouse (child or elderly parent)
  3. Married
  4. Be a veteran of the U.S. Armed Forces
  5. Be a graduate or professional student
  6. Be an orphan or a ward of the court through the age of 18
- A non-refundable application fee of \$20 for the first applicant 18 years or older is required and a non-refundable application fee of \$15 for each additional adult member. Married applicants will be considered as one applicant. The monies must be paid with a money order or cashier checks, no personal checks will be accepted.
  - Security Deposits vary by floor plan. All security deposits will be paid in full with a money order or cashier check, no personal checks will be accepted. Deposits are refundable upon move out and charges may apply in accordance with the Lease.

2 Bedroom	\$250.00
3 Bedroom	\$350.00

- Cancellation after management approval will result in forfeiture of the application deposit, please be advised that it can take up to 7-10 days for final approval.

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