

## General Rental Requirements and Qualifications – LeasingDesk – NM – Arroyo Villas

The rental application has been designed to allow for a thorough financial and criminal background check on all prospective residents. Each resident is required to complete one copy of the application form. An application must be submitted on each resident or occupant 18 years of age or older. At least one lease holding resident 18 years of age or older must reside in the apartment home, except for emancipated minors. **Upon acceptance of any application, the back must be completely filled out and signed where necessary. Two Forms of Payment Required: One for the application fee, one for the security deposit.**

The screening report is based on a pass, approved with conditions, or fail basis according to rent-to-income qualifications, debt-to-income qualifications, overall credit score, historical payment performance, even on account currently in good standing, rental/mortgage history, check writing history, criminal background check or any other factors that indicate a potential threat to the residents of the community or any onsite staff member. If the screening report returns with information contrary to our standards of qualification, an *Adverse Action Letter* will be mailed promptly. The *Adverse Action Letter* will supply information for the decisions involved in the outcome of the application status, as well as how to obtain a free credit report.

### **I. VERIFIABLE INCOME TO RENT EARNING RATIO:**

- A.** All lease holding applicants must have verifiable income. The combined income must be at least two and a half times the monthly rent amount.
- B.** Income must be verified using the last four paycheck stubs as well as a completed *Employment History Verification* form executed by a direct supervisor or human resources. If the applicant is self-employed, then the previous year's tax return and bank statements from the last six months will be acceptable means of verification.
- C.** Verifiable income sources could include: Current Employer, Child Support, Grants, Pensions, Social Security, GI Benefits, Alimony, Disabilities, Unemployment\*, Trust Funds, Assets Receiving Dividends, Savings Account\*\*.
  - Unemployment benefits must be verified through the local Unemployment Office and the duration of the benefits must be concurrent with the entire lease term.
  - If the amount in the savings account equals the monthly rent, times three, times the term of the lease.
  - Any other source of income that can be proven to be received on a regular basis may be considered.

### **II. CREDIT:** All applicants will be subject to a credit check through Equifax, Experian and/or TransUnion. If an applicant has filed bankruptcy within the past 5 years, and the discharge has not occurred, the application will be denied. If the applicant screening reveals a discharged bankruptcy within the past 5 years, the application will be denied. The screening search also verifies debt-to-income ratios and will deny applications where debt exceeds acceptable income thresholds as it relates to rent-to-income requirements. The presence of a public record on a consumer report negatively impacts the overall score.

### **III. RENTAL/MORTGAGE HISTORY:** Rental/Mortgage history will be based on the length of history as well as the pay record. An eviction, skip or money owed to a current or previous landlord will be denied, unless paid in full. Foreclosures will be denied. Applicants with reported rental debts to any Westwood Residential or Taylor Land Two managed property will be denied unless the balance owed is paid in full. Any person subject to eviction or mutual termination for non-rent related breach of lease at a Westwood Residential/Taylor Land Two managed property will be denied. The applicant will bear the burden of proof if making disputes against the credit report.

### **IV. CRIMINAL HISTORY:** A criminal background check is performed on all individuals age 18 and over. Applicants with felony or misdemeanor convictions or deferred adjudication for violent crimes against a person or law enforcement official; including, but not limited to, assault with a deadly weapon, sexual offenses including registered sex offenders or crimes against a child or the elderly, kidnapping, drug manufacturing, distribution, or trafficking will not be accepted. Misdemeanor possession of drug or drug paraphernalia convictions less than one (1) year old from the date of offense will be declined. Applications with other felony and misdemeanor offenses are subject to denial or approval based on the degree of offense and a specific length of time from the date of offense. A list of specific offenses and the timeline filters are available upon request. Persons with a misdemeanor for theft by check will be required to pay rent by certified funds each month. Remember that the criminal history requirement does not constitute a guarantee or representation that those residents or occupants residing at the apartment have not been convicted of any of the above-mentioned crimes. Additionally, our ability to verify this information is limited to the information made available to us by the resident credit reporting services used.

### **V. OCCUPANCY REQUIREMENTS ARE ENFORCED:** The following occupancy guidelines are as follows:

- |                                     |                                   |
|-------------------------------------|-----------------------------------|
| Efficiency and One bedroom/One Bath | No more than <b>three</b> persons |
| Two bedroom/One or Two Bath         | No more than <b>five</b> persons  |
| Three bedroom/Two Bath              | No more than <b>seven</b> persons |

**vi. MAXIMUM INCOME:**

The apartment homes at Arroyo Villas are subject to rent restrictions. The maximum allowable income is by occupant per household is:

1	2	3	4	5	6	7
\$28,380	\$32,400	\$36,480	\$40,500	\$43,740	\$46,980	\$50,220

**vii. ADDITIONAL CONSIDERATIONS:** The following additional considerations may determine the outcome of the application:

- A. Unverified Information- if certain information cannot be verified through the consumer report it may result in denial.
- B. Incomplete Application- if not all information is provided on the application it may result in denial after screening. All additional documents, including but not limited to proof of income, are required to be provided within 72 hours of applying, otherwise, the unit reservation is subject to cancellation. If additional time is needed to obtain and provide documents for the application process, the applicant may request in writing said time to the leasing office. The additional time allowed will be 48 hours.
- C. Fraud Alerts- if certain accounts are flagged with fraud warnings, it may be subject to further review or ultimately denial.
- D. Conduct – actions or behaviors that occur during the application process or during a previous application process at another Westwood Residential or Taylor Land Two managed property, that indicates a potential threat to the residents of the community or an onsite staff member.

**viii. IDENTIFICATION POLICY ENFORCED:** To ensure the protection of one’s identity, and in accordance with Fair Credit practices, persons applying from remote locations, in which we have not had the privilege of identifying in person, must be present at time of move-in for the initial release of keys, security devices and final record of identification for the resident file.

**ix. HOLDING FEE POLICY:** The Holding Fee and Application Fee are required to reserve an apartment and hold it off the market from other perspective applicants. Upon application approval the Holding Fee will satisfy some or all your required Security Deposit. If you cancel your application, the Holding Deposit will be forfeited as liquidated damages.

**x. ADMINISTRATIVE CHANGE:** Applicants are subject to a \$50 fee for any lease term modifications, including changing a move-in date, once a Lease Contract has been executed by any lease holding party.

**xi. RETURNED PAYMENT POLICY:** All Payments (including online payments and paper checks) not honored by the financial institution, regardless of the reason for the return, are subject to a \$35 returned payment charge. If payment for the Holding Deposit/Fee, Administration Fee and/or Application Fee is returned, it must be replaced in full by certified funds only, within 2 business days, or the applicant’s unit reservation will be cancelled without further notice, and the unit will become available for leasing.

- All transactions will only be attempted one time
- No postdated checks will be accepted

I declare that all statements in the Application, whether on paper or through online processes, are true and complete. You authorize us to verify your information through any means, including, but not limited to, consumer-reporting agencies and other rental-housing owners. You acknowledge you have been given the opportunity to review all the above Rental Requirements, which includes reasons your Application may be denied, such as criminal history, credit history, current income, and rental history. You understand that if you fail to answer any question or give false information, your Application will be denied and any application fees and holding deposits will be forfeited as liquidated damages for our time and expense, and you terminate your right of occupancy. Giving false information is a criminal offense and we may at any time furnish both favorable and unfavorable information to law enforcement regarding your performance of your financial and legal obligations under the Application and/or Lease Contract.

Images on our website may represent a sample of a unit and may not reflect specific details of any unit. For information not found on our website regarding availability, unit characteristics or other questions, please call or visit our office.

**I (WE) HAVE READ THE ABOVE AND UNDERSTAND THE CRITERIA FROM WHICH MY (OUR) APPLICATION WILL BE PROCESSED.**