

Resident Selection Criteria

All communities owned and operated by CHAF Properties, LLC and Contemporary Housing Alternatives of Florida, Inc. (CHAF) are Equal Housing Opportunity Communities. We are committed to all Federal Fair Housing and Civil Rights Laws, all state and local regulations concerning nondiscrimination in housing.

- ❖ Our communities do not discriminate, as defined in state or federal statute, or by local ordinance, on the basis of race, creed, color, age, sex, familial status, disability, religion or national origin in the lease, use or occupancy of the units.
- ❖ Our management has established reasonable requirements for residency in its developments and these requirements apply to all residents, not just those occupying the affordable (rent restricted) units. Maximum occupancy for all units owned/managed is five (5) persons in any three (3) bedroom unit, and four (4) persons in any two (2) bedroom unit. Leases will not be renewed if household occupancy exceeds these maximums.
- ❖ We do not discriminate against persons solely because they receive, or are eligible to receive, rental assistance. We shall not refuse to lease units to a certificate or voucher holder under Housing Choice Vouchers (formerly known as Section 8 Certificates) or to the holder of a comparable document verifying participation in a tenant-based rental assistance program solely because the prospective tenant is a holder of such certificate, voucher or comparable tenant-based assistance document. Our communities limit rental assisted households to 30% of total occupancy.
- ❖ Our Affordable Housing communities are restricted to U.S. citizens and eligible non-citizens. All family members, regardless of age, must declare their citizenship or eligible immigration status on the application form and complete a "Declaration of Citizenship" form. Eligible non-citizens must provide proof of eligible immigration status: Form I-551 Permanent Alien Resident Card or I-94 Arrival-Departure Record and also an unexpired passport with visa. All family members must disclose and provide verification of the complete and accurate Social Security Number (SSN) assigned to each household member. Failure to disclose and provide documentation and verification of SSNs will result in an applicant not being admitted or a tenant household's tenancy being terminated. An applicant has 14 days from receipt of the application to supply the documentation. CHAF may grant a written 30-day extension only if the applicant certifies that the documentation is temporarily unavailable and additional time is needed to collect and submit the required documentation. All documentation must be received before move-in.
- ❖ Prior to viewing an apartment home, you will be required to provide a valid government issued photo identification. A valid form of identification shall include one of the following: State Driver's License or ID, a passport, a Certificate of U.S. Citizenship, Permanent Resident Alien Card or Employment Authorization Document. All adults (18 and older), going on the tour to view the apartment home must have a valid form of identification. Anyone who does not have the valid photo identification required will be asked to remain in the office during the tour.
- ❖ These requirements apply to accepting and processing applications, selecting residents from among eligible applicants on waiting lists, assigning apartments, certifying and recertifying eligibility, and all other aspects of continued occupancy.

All applicants for consideration must qualify under the following eligibility and screening factors: Please note that these are our current rental criteria and nothing in these requirements shall constitute a guarantee or representation by our community that all residents and occupants currently residing in our community have met these requirements. There may be residents and occupants residing here who moved in prior to these requirements going into effect. Our ability to verify whether these requirements are met is limited to the information we receive from various resident reporting services.

APPLICANT SCREENING: We use a third party screening agency, AmRent, to verify and evaluate all applications for residency. AmRent will evaluate information provided with a scoring model that is uniform, fair and unbiased for all applicants. If your application is "pass with conditions" or "declined", you will be given the name, address, and telephone number of the consumer reporting agencies that provided your consumer information to us. If you pass the background and residential history screening, then we will proceed to verifying your eligibility for our rent restricted units per Program guidelines.

APPLICATION: All Adult applicants 18 or older must submit a fully completed, dated and signed residency application and fee. Applicant must provide proof of identity and social security number. A non-refundable application fee of Fifty Dollars (\$50.00) per adult must be paid by money order or cashier's check at time of application. Rental application and all other required paperwork must be completed before the verification process can start. Verification steps will be completed and all prospective tenant files will be forwarded to the Compliance Department for audits of all documents before the applicant can be informed of an approved/declined status. All forms must be completed in full, signed, and dated by all household members eighteen (18) years of age or older. Any falsification in application paperwork will result in the automatic rejection of applicant/household. Owner has the right to hold all deposits paid to apply towards liquidated damages

GOOD FAITH DEPOSIT: We require a holding or good faith deposit in the amount of **\$150.00**, payable by money order or cashier's check, to be collected to hold a property off the market during the application process or a maximum of 30 days. In the event the application is approved and applicant fails to enter into a lease, the applicant shall forfeit this deposit. In the event the application is approved, this deposit shall be applied to the required security deposit. If the application is cancelled by the Applicant within 3 business days of submitting the application to CHAF, or if for any reason Management decides to decline the application, then the Good Faith Deposit will be returned to the Applicant within 30 days minus any additional processing fees that may have been incurred.

SECURITY DEPOSIT: A Security Deposit is required which may range from a minimum of Five Hundred Dollars (\$500.00) to a maximum of \$750.00 or one (1) month's rent, whichever is greater. Upon receipt of the background screening and residential verification, CHAF reserves the right to require a larger deposit based upon credit and prior landlord verification. The deposit must be paid by money order or cashier's check once you have been approved to move into a CHAF property. The Security Deposit must be a separate money order from the application fee

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PROCEDURES FOR ACCEPTING APPLICATIONS AND SCREENING APPLICANTS

QUALIFICATION CRITERIA: The following are qualifying criteria for accepting your application to lease from all communities owned and operated by CHAF Properties, LLC and Contemporary Housing Alternatives of Florida, Inc. Live-in Caretakers must pass the Criminal Background Check, and showing their Social Security Number.

1. **RESIDENTIAL HISTORY:** Present and previous residency will be verified for all applicants and proposed occupants for the past two (2) years. We must obtain verification of a satisfactory rental history which includes timely rent payments, proper notice of cancellation or non-renewal, good housekeeping, no drug use, and no outstanding balances or history of lease violations. Any negative rental history may be grounds for application denial or increased security deposit. Renting from a relative will not be acceptable as rental history because no contract performance can be determined. If landlord cannot be contacted, 6 consecutive months of proof of payment must be verified and a copy of the lease contract must be provided. Applicants not having verifiable rental history will have to provide an additional deposit of \$750 or 1 month's rent, whichever is greater. An outstanding debt to a previous landlord will result in rejection. If prior landlord reports 3 or more NSF payments of rent, no checks will be accepted, payment must be by money order. A history of lease violations may result in denial of household's application.
2. **EVICTIONS:** No evictions filed within the past seven (7) years. However, one (1) eviction, in less than seven (7) years for nonpayment of rent may be overlooked as long as the eviction filing is older than 6 months, and any property debt has been repaid before making application. CHAF limits the exception to one (1) eviction. Multiple evictions will not qualify for this waiver. **An application may be automatically declined if a high risk debt collection (apartment community and/or utility) is detected.** If evidence of excessive damage in prior rental is presented or discovered, the applicant may be denied or subject to a higher security deposit. Applicants currently under eviction or previously evicted by CHAF will not be eligible for residency.
3. **CREDIT CHECK:** Any prospective resident of the apartment 18 years of age or older must apply and be a leaseholder. All applicants must authorize property owner to process a credit and background check which will include residential history information. **An application may be automatically declined if a high risk debt collection (apartment community and/or utility) is detected.** Proof of repayment to the apartment community or utility will be required to proceed with application. Your consumer credit report contains information about you and your credit experiences, including but not limited to such items as your bill payment history, the number and type of accounts that you have had late payments, collection actions, outstanding debt, and the age of your accounts. Medical collections and Student Loans are not taken into account. Based upon the AmRent recommendation, your application will either "pass", "pass with conditions" which will require an additional security deposit be paid; or "fail". If the recommendation is for "pass with conditions" or "fail", you will be given an adverse action letter with the name, address and telephone number of AmRent and of the consumer reporting agencies that provided your consumer information to AmRent, as well as other information required by law.
4. **CRIMINAL BACKGROUND:** Criminal history reports will be obtained on all applicants and occupants 18 years of age or older, and live-in aides. Conviction records will be reviewed to determine if the record demonstrates that the household member threatens the health, safety or right to peaceful enjoyment of the premises by other residents. Criminal convictions for misdemeanors for crimes against persons or property, cruelty-to-animals, violence, assault or battery, drugs or firearms, will be considered for denial if the completion of sentence, whether adjudicated or not, occurred in the past 7 years of the rental application. Felony convictions of any kind will be considered for denial if the completion of sentence, whether adjudicated or not, occurred in the past seven (7) years of the rental application. No sexual offense or prostitution convictions, or terrorism convictions ever. In the event a record comes back "adjudication withheld", "nolle prosequere", or "adjudication deferred", further documentation of any mitigating factors or evidence of rehabilitation will be required and applicant may be denied on this basis.

The following behavior or convictions will be reasons for immediate denial:

- a. If a household member is currently engaging in illegal use of a drug as regulated by Federal statute.
 - b. If there is a reasonable cause to believe that a household member's illegal drug use or pattern of illegal drug use threatens the health, safety or right to peaceful enjoyment of the premises by other residents
 - c. If any household member has been convicted of drug-related criminal activity for manufacturing or producing methamphetamine on a residential premises or if any household member has been convicted of the illegal manufacture or distribution of a controlled substance
 - d. If any household member is subject to a lifetime registration requirement under a State sex offender registration program
5. **INCOME:** All applicants must qualify for occupancy according to the income limits, based on family size, established by the State or Federal funding program(s) for each individual community operated by management and published annually. Verifiable income will be reviewed during the application process. Any regular recurring monetary contributions from persons not living in the unit must count as income. Such cash contributions must be verifiable (cancelled checks, bank statements, etc.) and may not exceed 20% of total verified income. These sources may include (but are not limited to) rent and utility payments paid on behalf of the family, and other cash or noncash contributions provided on a regular basis. Applicant household income must meet or exceed 3 times resident paid rent. Annual Income cannot exceed the maximum allowable income as determined by federal and governmental regulations in effect for the selected property. Maximum allowable income for federal and governmental regulated programs at this community will be determined and based on HUD guidelines. Applicants receiving housing assistance (Section 8 Choice voucher or similar assistance) will be considered with a minimum income of \$8,500.00 annually of verifiable income.
- a. **SELF-EMPLOYMENT:** Self-employed applicants must provide proof of net business income:
 - the previous year's income tax return 1040, and 1040 Schedule C, and
 - accountant's or bookkeeper's current Year to Date Profit & Loss statement for the business and
 - a self-affidavit stating 12 months projected earnings.
 - b. **INDEPENDENT CONTRACTORS:** applicants must provide proof of income to include
 - the previous year's income tax return 1040, and
 - a self-affidavit stating 12 months projected earnings.

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If an applicant does not meet the qualification criteria above, the payment of an additional Security Deposit (\$750 or one month's rent whichever is greater) will be considered as compensation for a lack of rental, credit, and/or employment history. However, consideration will not be made to compensate for negative history.

UTILITIES: All CHAF Properties are individually metered. Residents are responsible for electricity and water. Resident shall take any and all action necessary to transfer utilities and services for which Resident is responsible for payment into Resident's name. Landlord may discontinue service of all utilities to be furnished by the Resident as of the date of Resident's move in. Landlord shall not be held responsible for the failure of Resident to obtain utility services. Resident must inform CHAF of account numbers for water/sewer and electricity. Resident shall be charged a fee of \$50 for failure to transfer utilities in their name upon move-in.

ANIMALS: NO ANIMALS WITHOUT MANAGEMENT APPROVAL! Approved animals are welcome at all properties; however, a non-refundable fee of Two Hundred Fifty Dollars (\$250.00), paid by money order or cashier's check, will apply per animal. We limit the types of animals to cats and dogs under 25 pounds and limit households to a maximum of two animals. All dogs and cats must be spayed or neutered. There will be a fee of \$10.00 per animal, per month added to your rent. CHAF may refuse permission to keep certain pure or mixed-breed dog(s) at the rental property. Such dog breeds include but are not limited to the following: all hounds including beagles (except dachshunds), "Terrier Group" including Pit Bulls, Boxer, Bullmastiff, Doberman Pinscher, Mastiff and Rottweiler. CHAF refuses permission to keep certain mammals and all reptiles. Such animals include but are not limited to the following: no ferrets, squirrels, skunks, rabbits, chickens, roosters, foxes, pigs, birds, insects and spiders, as well as lizards, snakes or other reptiles. No mammal or reptile born in the wild. **No animal, reptile, amphibian or fish allowed without written permission from CHAF and a fully executed pet/animal addendum. No animal of any kind with a history of disruptive or aggressive behavior.** An emergency contact for the animal must be on file at the leasing office. Vaccination records are required for all approved animals. Approved animals must be brought to the office to be photographed and evaluated for temperament. No visiting pets allowed. See the community's Pet Policy Regulations for complete rules and requirements.

Fees, breed and weight restrictions shall not apply to animals that are used to assist persons with disabilities provided that the resident or prospective resident verifies that they are persons with disabilities by completing a written reasonable accommodation request, and the animal actually assists the person with a disability.

RENTERS INSURANCE: Resident is encouraged to purchase and maintain renter's insurance to insure personal property brought onto the Premises by Resident, Resident's guests, and/or invitees. No waterbeds allowed. If a fish tank is approved for resident, proof of insurance will be required prior to the fish tank being installed, continued proof of coverage will be required at lease renewal. CHAF must be named as additional insured on the policy with notice of cancellation of policy. No aquariums greater than 20 gallons will be allowed.

If my application is accepted and a lease signed by all parties, I understand the good faith deposit shall be applied to the required refundable security deposit upon meeting the terms of the lease and community rules and regulations. If management accepts the application, but is unable to allow me to occupy the premises on the day agreed because of delay caused by construction or holding over of a prior resident, then I agree that my sole remedy shall be the return and refund of this good faith deposit. I hereby waive any other right to damages against management or the owner of the property due to failure of management to provide the premises for occupancy. If I fail to occupy the premises on the agreed upon date for any reason, except for delay caused by construction or holding over of a prior resident, I understand that management shall assess as liquidated damages the good faith deposit and the application fees paid to management through the date of proposed occupancy. It is understood that I shall have 3 business days from the date and time of submitting this rental application in which to cancel this rental application and receive a return of the good faith deposit. I further understand that all original forms are returned to management and verifications are completed prior to the move in date. I **HAVE READ AND AGREE TO THE PROVISIONS AS STATED.**

Applicant



Date

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