



BLUEBONNET STUDIOS TENANT SELECTION CRITERIA

(Revised 8/23/17 – Effective 08/14/2017)

Bluebonnet Studios 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 (10 TAC) 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 Texas Department of Housing and Community Affairs (TDHCA) rules.

Bluebonnet Studios offers 107 efficiency-style furnished and unfurnished apartments, along with supportive services to low-income single adults living alone. Supportive Services will be provided on-site to help residents maintain permanent housing and achieve their maximum level of self-determination and self-sufficiency.

Bluebonnet Studios prohibits discrimination based on race, color, religion, national origin, disability, familial status, marital status, sexual orientation, gender identity, age, and student status. In reviewing the Rental Application, the following areas will be taken into consideration for each prospective resident. They include, but are not limited to:

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OCCUPANCY STANDARDS: One (1) person maximum occupancy per unit.

AGE: All applicants must be 18 years of age or older unless Federal/State regulations provide for a variance.

APPLICATION FEE: Applicant must provide a \$20, nonrefundable application fee at the time of Application.

IDENTIFICATION: If an Applicant does not have a valid Social Security number or Tax ID Number (TIN), a criminal history search will be completed. In the event we are unable to obtain an accurate criminal history report using our criminal history search, we will require a finger printed DPS search at the Applicants' expense.

DEPOSIT: There is a \$100 refundable security deposit for each unit payable at move in. The deposit is refundable at the time of move out given there are no outstanding balances due on the residents' account at the time of move out.

LEASE TERMS: Initial lease term will be one (1) year.

INCOME AND RENT: All of the apartments are reserved for individuals with an income at or below 50 percent of Median Family Income published by the Texas Department of Housing and Community Affairs (TDHCA). Annual income cannot exceed the maximum allowable income as determined by Federal and governmental regulation in effect for a particular community. These rent and income limits are revised as required.

Household Size 1	Income Limits	Rent Limits
30% of MFI	\$17,100	\$427
40% of MFI	\$22,800	\$570
50% of MFI	\$28,500	\$712

*Revised as of 6/13/2017 per TDHCA

INCOME REQUIREMENTS: Applicants must have sufficient income to pay full rent. Applicants for the private pay units will have to earn 1.5 times the applicable rental amount to be eligible. Retirement income, pensions, Social Security, SSI and Disability Income are also considered income sources. Family support may be considered and must be verified, although this type of support cannot exceed 25% of the total household income. Co-signers will not be accepted. This property does accept Section 8 vouchers. Applicants utilizing Section 8 Vouchers or who receive a rent subsidy under Special Programs must verify income of at least 1.5 times their portion of the rental amount.

EMPLOYMENT HISTORY: Employed applicants must provide the most recent (2) two months of consecutive pay stubs. If pay stubs are unavailable then a third-party Verification of Employment is required. In the event of a job change in the last 6 months, we will verify employment end date. Proof of retirement benefits, social security or disability income is required. Self-employed individuals must provide business book-keeping records with supporting documents which may include copies of checks, invoices, contracts, bank statements, receipts, Profit/Loss statement, or 1099s AND a copy of the most recent year's tax return (1040 with Schedule C), if available. If documents cannot be provided to support your stated income from self-employment, then your application may be denied.

CREDIT HISTORY/RESIDENTIAL HISTORY: Bluebonnet Studios staff will obtain a credit report from a Credit Bureau on each applicant. All rental history reflected on the credit report and/or rental application will be verified. The name of the third party screening company will be provided upon request. Past residential history will be reviewed and verified. Applicants must provide the appropriate contact information with their Rental Application. Residential history may include apartments (or other rentals), shelters, transitional housing, friends/family or homelessness. Evidence of Homelessness will also be required if applicable.

Applicants who have been evicted for nonpayment of rent, but have paid off this debt to the landlord will be considered for occupancy. Applicants who have skipped/left without notice, been asked to move, were terminated or non-renewed by management, currently owes unpaid sums for damages (not rent) or have a history of lease violations at any previous rental property will be denied. This does not

apply to applicants who were charged for any damages and/or received lease violations that are directly related to protections under the Violence Against Women Act (VAWA).

Applicants who have negative rental history at any community owned and managed by Foundation Communities will be denied. Negative Rental History is defined as those who have been evicted, skipped/left without notice, asked to move by management, owed sums for rent and/or damages or non-renewed.

For Applicants applying to live at a Foundation Communities (FC) property who have previously participated in an FC Special Program (CHI, SafePlace, LifeWorks or Salvation Army) and left the program in good standing, rental and credit history prior to program participation will be disregarded. Any rental or credit history that has occurred in the interim will be subject to FC's typical credit and rental history criteria, Good standing is defined as:

- No more than 3 late payments in a 12-month period
- No lease violations that reflect violent or aggressive behavior toward staff or residents or pose damage to property
- No balances owed to the property including utility bills
- Were not evicted or non renewed and did not skip without notice from the FC property

STUDENT STATUS (TAX CREDIT): A student is anyone who attends a public or private high school, college, university, technical, and trade or mechanical school; but does not include those attending on-the-job training courses. Applicants will be required to disclose their student status on the application. Student status will be verified through the educational institution, whether part-time or full-time is disclosed on the application.

Any applicant who has been or will be a full-time student for five or more months during the current and/or upcoming calendar year (months need not be consecutive) must satisfy one of the following exceptions to be eligible:

- A student receiving assistance under Title IV of the Social Security Act (TANF);
- A student who was previously in the foster care program (must provide documentation of participation);
- A student enrolled in a job training program receiving assistance under the Job Training Partnership Act or under other Federal, State or local laws (must provide documentation of participation)

STUDENT STATUS (HOME): All Applicants are required to disclose their student status on the application. A student is defined as an individual enrolled, part-time or full-time, at an institution of higher education as defined under the Higher Education Act of 1965 (20 U.S.C. 1001 and 1002) to obtain a degree, certificate, or other recognized educational credential.

Owners of developments with HOME funds are required to screen and document student status for each individual between the age of 18 and 24. If an individual(s) is enrolled at an institution of higher education, each individual must meet student eligibility requirements in accordance with 24 CFR 5.612 and the HOME Final Rule. *You will be required to provide supporting documentation.*

Part 1: To evidence independence from your parent(s)/legal guardian, each of the following three (3) criteria must be met. You will also be required to submit a signed certification documenting if (and how much) financial assistance your parent(s)/legal guardian gives you.

- a. Be of legal contract age under state law; **AND**
- b. Have established a separate household from your parent(s)/legal guardian for no less than one (1) year from the date of application; **AND**
- c. Not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations.

Part 2: To evidence independence from your parent(s)/legal guardian, one (1) of the below exceptions under the U.S. Department of Education's definition of an independent student must be met:

- a. Will be at least 24 years old by December 31st of the current year;
- b. Is legally married;
- c. Is working on a master's or doctorate degree program (such as M.A., M.B.A., Ph.D., graduate certificated etc.);
- d. Is currently serving on active duty in the U.S. armed forces for purposes other than training;
- e. Is a veteran of the U.S. armed forces;
- f. Have a legal dependent(s) i.e. child or parent;
- g. Have at any time since age 13 years old been an orphan, in Foster Care or a dependent/ward of the court;
- h. Were an emancipated minor or in legal guardianship prior to turning 18;
- i. Is homeless, or self-supporting and at risk of being homeless (must be verified by either a high school or district homeless liaison, director of an emergency shelter or transitional housing program funded by the U.S. Department of Housing and Urban Development ("HUD"), or the director of a runaway or homeless youth basic center or transitional living program.

If you are a student and did not meet an exception in Part 1 or 2 above, under this program, you are considered a dependent of your parent(s)/legal guardian. In order for you to live at this property, your income **PLUS** your parent(s)/legal guardian's income must be verified. The property must perform a certification that uses source documentation to verify the income and assets of you and your parent(s)/legal guardian. Note, you must also be independently income eligible under the income limit for this property. If this cannot be provided, then you are not eligible to live at this property.

CRIMINAL HISTORY: All applicants will be screened for criminal history activity. (See separate Supportive Housing Criminal History Criteria). If an Applicant's history is unable to be obtained through our system, the Applicant will be requested to provide an original DPS Criminal History Report. This report is payable by the Applicant.

DENIALS/REJECTIONS: Applicants will be notified either in person or by U.S. mail, email and/or telephone of a denial and/or rejection of their application within seven (7) business days of the receipt of the completed rental application. (See TAA Rental Application, Application Agreement, Paragraph 9). The denial will state the specific reason for the denial and the criteria on which it is based. We will also include the name and contact information of the third party that provided the information on which the rejection was based. The required Notice of Occupancy Rights under the Violence Against Women Act will be included in all denials. Bluebonnet Studios does not offer an appeals process for denied applications. Once a Rental Application has been denied, applicants must wait one (1) year before re-applying.

UNIT TRANSFERS: Transfers within the community are permitted when the following occurs:

- Resident requests a Reasonable Accommodation or an accessible (ADA) unit
- Resident is a victim of Violence Against Women’s Act (VAWA)
- Emergency situations arise such as fire or flood and the unit has been determined to be uninhabitable by management.

If a transfer within the community is requested (other than noted above), approval will be based on the following:

- Current Lease Contract must be expired.
- A walk-through of your current apartment will be conducted by Property Management. Residents with evidence of an infestation will not be approved for transfer.
- Persons with Lease Violations within the past 12 months will not be approved for a transfer. Any violations prior to that will be evaluated by Management.
- If your rental history shows more than 2 late payments or NSF payments in the past 12 months the transfer will be denied.
- If a unit is not available the household will be placed on the Wait List.

** If the transfer is approved, the resident will be required to put a new deposit on the unit being transferred into except in the case of Emergency Situations as determined by Property Management. The deposit on the unit being vacated will be subject to the same rules as outlined in the TAA Lease Paragraphs 40 and 41.1. Your deposit refund (less lawful deductions) will be mailed no later than 30 days after vacating the unit.

WAIT LIST: Bluebonnet Studios will maintain a Wait List sufficient to fill expected vacancies. The Wait List shall not exceed 40 participants. The Wait List will show each person’s income category and be kept in chronological order. Priority will be given to Veterans on the Wait List. Current residents will be entered on the Wait List using the same process as applicants not currently residing in the community. When an accessible unit becomes available, we will first offer the unit to a current occupant requiring accessibility features, and secondly we will offer the unit to an eligible qualified applicant on the Wait List requiring accessible features. A complete Wait List Policy is available upon request.

PETS: Bluebonnet Studios is a No Pet Community with the exception of a Qualified Service/Assistance animal. Specific animal, breed, number, weight restrictions, pet rules and pet deposits will not apply to an applicant/resident who qualifies for a service/assistance animal(s).

REASONABLE ACCOMMODATION REQUESTS: Any applicant who has a disability or who is a victim under the Victim of Violence against Women Act (VAWA) may request a Reasonable Accommodation by contacting the Property Manager in person or by phone, email or letter. We encourage applicants to fill out a form for tracking purposes (available in the Leasing Office by request), but the request is not required to be in writing. All requests will be responded to, in writing, within seven (7) business days. Requests for Reasonable Accommodations of any selection criteria directly related to protections under VAWA will require proper documentation within 14 days to support the request. Any information provided will remain confidential except to the extent that the disclosure is required by applicable law.

VAWA: All applicants will receive a copy of the Notice of Occupancy Rights Under the Violence Against Women Act (VAWA) which explains the protections for persons that have been subject to domestic violence, dating violence, sexual assault, or stalking.

COMMUNITY POLICIES: Bluebonnet Studios residents will be required to abide by the Community Policies which are part of the Lease Contract and available for review upon request. Bluebonnet Studios is a Non-Smoking Community. **Any applicant who arrives intoxicated during any part of the leasing or move in process will be automatically denied.**

Bluebonnet Studios has the following additional written policies available in the Leasing Office, a copy of which will be provided to any applicant or their representative upon request: Supportive Housing Criminal History Criteria, Wait List Policy, and Non-Renewal and/or Termination Policy.

The above Tenant Selection Criteria may be amended in certain circumstances for participants in structured transitional housing programs approved by the Management and Residential Services staff. Certain communities are to maintain specific tenant selection criteria necessary to meet FHLB, RTC, HOME, BOND, and TAX CREDIT Compliance Guidelines.

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Any falsification in the application process will result in the automatic rejection of an application.

I have read and understand the Tenant Selection Criteria for Bluebonnet Studios.

Applicant Signature

Date



Supportive Housing Criminal Criteria (Effective 11/8/16)

The following Criminal History Criteria will be applied when screening applicants for residency at Foundation Communities Supportive Housing Properties:

1) The following criminal convictions will be permanently excluded/denied:

- Capital Murder or Murder/Attempted Murder
 - Rape, Sexual Assault, Lifetime Registered Sex Offenders, or crimes of a Sexual Nature.
 - Kidnapping
 - Arson
 - Felony Manufacture of Methamphetamines*
- * FC may request further information for felony drug manufacturing charges that are not specific

2) Felony convictions involving violence or use/possession of a weapon will be excluded for 7 years from the date of conviction. This includes felony (not misdemeanor) convictions for any type of assault, terroristic threat, obstruction or retaliation, violation of a protective order, burglary of habitation, aggravated robbery, and harassment. We reserve the right to determine whether an act qualifies as violent for the purposes of screening our applicants.

3) Non-violent felonies will be excluded for 3 years from the date of conviction.

4) All Class A misdemeanors will be excluded for 1 year from the date of conviction.

5) All Class B misdemeanors will be excluded for 180 days from the date of conviction.

Applications with pending criminal charges will be considered denied unless proof of dismissal can be immediately provided. Mitigating Circumstances will be considered for criminal convictions older than 20 years except in the case of lifetime registered sex offenders and those convicted of manufacturing methamphetamine.

Signing this acknowledgement indicates that you have had the opportunity to review the above Criminal History Criteria. If you do not meet the criteria set forth, or if you provide inaccurate or incomplete information, your application will be rejected. Signing this acknowledgement also authorizes Foundation Communities to run a Criminal History background check as part of the yearly recertification to verify you still meet the Criminal History Criteria. Your tenancy at Foundation Communities may be terminated if your background check does not meet the above criteria.

X _____

Date: _____