

**RESIDENT QUALIFYING CRITERIA FOR**  
**BROWNSVILLE SUN COLONY II, LTD.**

We are delighted that you are interested in leasing a dwelling in our apartment community. Please take a few minutes to review our criteria and guidelines and discuss any questions you may have before you submit an application and the non-refundable application fee. You will be treated fairly – we will not discriminate against any person because of RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, and FAMILIAL STATUS OR HANDICAP. We will comply with all state and federal fair housing and anti-discrimination laws.

1. A separate rental application must be fully completed, dated and signed by each applicant and all co-applicants. Spouses can complete one rental application. The head of household must be at least 18 years of age unless familial status applies. To reside on the premises, all residents/ occupants 18 years of age and older must:
  - a. Provide a valid driver's license or state issued photo identification,
  - b. Complete an application without omissions or falsifications,
  - c. Meet all of our remaining qualifications, and
  - d. Execute a lease agreement.
2. The number of occupants in your apartment may not exceed two (2) per bedroom as shown on the floor plans. An infant less than six (6) months old is not considered an occupant.
3. No pets allowed (service animals for valid disabilities are exempt).
4. No water beds and No smoking inside the apartment at any time.

**GROUND FOR WHICH YOUR RENTAL APPLICATION MAY BE DENIED INCLUDE:**

1. Inaccurate ID – the name, date of birth, and license/ID number must match **exactly** with the application.
2. A criminal offense history - In general, a criminal record alone does not tell the whole story, and is not an automatic denial. However, you must convince us that things have changed and that there is little chance you will commit any future criminal offenses. All criminal offenses that you have been charged with must be fully disclosed on a supplemental criminal history questionnaire, and submitted with your application.
3. Insufficient Residential history – Your mortgage and rental history must be favorable, all prior lease agreements must have been fulfilled, and address updates submitted to the USPS for each move. The following examples of unfavorable history are not an automatic denial. However, you must convince us that things have changed and that you will have a positive history with us, and may require a Guarantor/ Cosigner and /or additional deposits.
  - a. Questionable history examples include – no recent history, multiple moves, late pays, etc.
  - b. Negative history examples include – rule violations, damaged property, unpaid lease obligations, evictions, etc. Negative history must be fully disclosed on a supplemental history questionnaire submitted with your application.
4. Insufficient history of Financial responsibility – You must show verifiable evidence within the US of your ability to fulfill the financial obligations, or we may require a Guarantor/Cosigner and/or additional deposits. Examples of verifiable evidence include:
  - a. You must have verifiable income (pay stubs, tax returns, etc.) that is at least three (3) times the amount of the rent. All applicants for this proposed lease (including spouse, roommates, etc.) may combine their income to meet this requirement.
5. Misrepresentations – Providing any false, misleading, or omitting information in the application process.
6. Failure to pass the background check – Your application will be screened by our staff, Tenant Tracker, and the National Criminal Tracking Center. The information you have provided must match favorably with these verification processes.
7. Failure to obtain a suitable Guarantor/Cosigner if required – A Guarantor/Cosigner must meet all of the above credit history standards with a verifiable income that is at least four (4) times the amount of the rent.

## **IMPORTANT NOTICES & UNDERSTANDINGS:**

Our criteria and guidelines are strictly for our use to evaluate your application to enter into this business transaction, and in no way is it intended to be part of any warranty or sales promise.

Mitigating circumstances – on a case basis we may waive or modify some criteria requirements based upon our reasonable judgment. For example, the credit history shows unfavorably due to a medical emergency, a contested divorce, etc.

You understand that our criteria and guidelines are subject to change, and that within Fair Housing guidelines we evaluate each situation separately. Further, that we will continue to monitor each occupant for criteria and lease compliance. Any change in your status should be reported to the management, and likewise we will notify you if we make or identify any changes.

We are not qualified nor are we assuming any obligations for making any representations to you about the suitability of our property to your specific needs, safety, or health considerations you may have. You are to use your own judgment or seek third party expert advice before making those decisions. Some examples are: will the age and location of the property cause allergy issues for me, will my cell phone service work at this location, what type of criminal activity has been reported in the area, or what registered sex offenders live in the area.

The application fee is non-refundable (whether it is approved, declined, or withdrawn). **By signing below you acknowledge that prior to submitting your application and the application fee you have had the opportunity to review the landlord's tenant selection criteria ("Rental Qualifying Criteria & Guidelines") The criteria does not include factors such as criminal history, credit history, current income, and rental history. If you do not meet the qualifying criteria, or if you provide inaccurate or incomplete information, your application may be rejected and your application fee will not be refunded.**

Further, you understand and authorize us and others to send and receive information about you, by any and all means to ensure criteria and guideline compliance. You represent that you have the legal authority to enter into these contemplated agreements for each of the occupants listed below.

\*\*\*\*\* *Deposit may not be refunded if your application is accepted but decide not to move in, you fail to tell the truth on your application, or for certain other reasons.*†

\*\*\*\*\* *\$65.00 Non-refundable Administration fee.*

