

RESIDENT SELECTION CRITERIA

City of Seattle Properties – January 24, 2020 – GID Intranet Version Conventional Units

Welcome to our community. Before you apply to lease an apartment, please take the time to review the following summary of our resident selection criteria. In order to qualify to lease an apartment from us, you will need to meet the requirements set forth in this document. Please be advised that this document is not intended as a complete statement of our leasing criteria or policies, and that nothing contained in this document shall constitute a guarantee or representation by us that all residents and occupants currently residing in the community have met these standards. For example, there may be residents and occupants whose residency in the community began prior to these requirements going into effect. In addition, our ability to verify whether an applicant meets these requirements is limited to the information we receive from various resident credit reporting services that we use. Submission of a lease application does not guarantee that you will be offered an apartment. If you have any questions about our policies or the information contained in this document, please contact one of our management team representatives.

FAIR HOUSING POLICY STATEMENT

We follow all federal and state fair housing laws, including those that prohibit discrimination on the basis of race, color, religion, national origin, sex, familial status and disability. Applicants for apartments in Windsor Communities in the City of Seattle are accepted on a first come, first serve basis and are subject to the availability of the particular apartment type requested.

1. Lease Application – A separate lease application is required from each applicant who is 18 years of age or older or an emancipated minor. The lease application must be filled out completely, truthfully and accurately. We have no obligation to process an incomplete application. An application is not complete until a separate application for each adult or emancipated minor is signed and delivered to us and all application fees are paid. Any false or misleading statement or material omission made on your lease application whenever discovered is grounds either for denial of your lease application or for termination of an existing tenancy.

Applicants	Conditions/Guidelines
Adults	18 years of age and older or emancipated minor (even if not living in the apartment full time).
Minor Occupants	Do not need to fill out an application, but must be listed as occupants on the application and lease.
Guarantors	Are required to fill out an application and are subject to qualification.

2. **Application Fee** - Each applicant is required to submit an application fee (in an amount no more than permitted by law) to cover the costs of screening the applicant's credit and processing the application. Application fees are non-refundable, except to the extent the law may provide otherwise. We refund the fees and deposits an applicant paid, other than the application fee, only if: (1) we reject applicant's application; or (2) applicant is on a waitlist and cancels the application. Unless the law requires, we do not refund fees and deposits an applicant makes with the application under any other circumstances.

- 3. **Positive Identification** All applicants are required to show valid government-issued photo identification, which identification may be subject to 3rd party authentication.
- 4. **Credit Score** You must be able to demonstrate financial responsibility. In that regard, you must have a credit score that is acceptable to us. We will obtain a credit report from a third-party credit reporting agency for each applicant. Your credit score (or lack thereof) will affect your eligibility to lease an apartment from us, as well as the amount of the security deposit and/or a rent premium that we will require as a condition of leasing an apartment to you. Unfavorable conditions that may negatively influence a credit score include, but are not limited to: bankruptcies, collections, charge-offs, repossessions and current or recent delinquencies. The Windsor Communities in the City of Seattle do not accept portable tenant screening reports.
- 5. Leasing or Mortgage Payment History Some credit scoring results will necessitate an evaluation of a verifiable leasing or mortgage payment history. In these instances, you will be required to provide us with proof of timely payment of a minimum of six consecutive months of leasing or mortgage payments within the prior twenty-four months. When an application depends on verification of a satisfactory leasing or mortgage payment history, the lease application will be denied if any of the following conditions exist:
 - A. **Outstanding Debt or NSF Check.** An outstanding debt to a previous landlord, an outstanding insufficient funds check or any other form of outstanding returned payment.
 - B. Breach of Lease or Eviction. A breach of a prior lease or a prior eviction of any applicant or occupant.
 - C. **Negative Payment History.** More than four late payments or two insufficient funds checks or other forms of returned payments within the prior 24-month period.
- 6. **Ability to Pay the Rent** You must have the ability to pay the rent. We will request information regarding your income. The income of all applicants proposing to reside in an apartment will be aggregated (combined). Applicants must have a combined annual gross income of at least 36 times the monthly rent for the apartment. All legal sources of income will be considered, including, without limitation, child support, grants, pensions, GI benefits, disability, trust funds, student loans, social security and savings accounts; however, discretionary bonuses may not be considered.
- 7. **Guarantors** If you do not meet our financial or credit score requirements, you may be eligible to lease an apartment if a third party is willing to guarantee the lease. The prospective guarantor is required to complete a lease application, pay an application fee, have a credit score that is verifiable and acceptable to us, have an annual gross income of at least 60 times the monthly rent, reside in the United States and meet all other qualifying criteria identified in this selection policy. Approval of a guarantor does not relieve an applicant of our security deposit requirements.
- 8. **Public Assistance Recipients** If you are a recipient of public assistance, our financial and income standards in assessing eligibility to lease an apartment are based on the portion of rent to be paid by the tenant(s).
- 9. **Affordable Housing Program** If you are applying to lease an apartment that is part of an Affordable Housing Program, additional and/or different requirements will apply. Units subject to an Affordable Housing Program are governed by federal and state laws and a regulatory agreement. Please contact the leasing office for further information regarding any Affordable Housing units in our community and the requirements for those units.
- 10. **Criminal Conviction Screening Policy** City of Seattle Disclosure: Applicants are notified that landlords in the City of Seattle are prohibited from requiring disclosure, asking about, rejecting an applicant, or taking an adverse action based on any arrest record, conviction record or criminal history, except for registry

information as described in the Seattle Municipal Code, subsections 14.09.025.A.3, 14.09.025.A.4, and 14.09.025.A.5, and subject to the exclusions and legal requirements in Section 14.09.115. Applicants are further notified that the screening criteria for Windsor Communities in Seattle is the National Sex Offender Record. Applicants may provide supplemental information related to Applicant's rehabilitation, good conduct, and facts or explanations regarding their registry information.

- 11. Adverse Action An applicant who is denied based on credit will be given an adverse action notice in accordance with the Fair Credit Reporting Act, 15 U.S.C. section 1681 et seq. The denial letter will notify the applicant of his/her rights, including obtaining a free copy of the tenant screening report and initiating a dispute of any information in a tenant screening report that applicant believes is inaccurate or incomplete.
- 12. **Executive Order** The United States government prohibits us from doing business with certain persons and entities who commit, threaten to commit or support terrorism. These persons and entities are on a list regulated by the Department of the Treasury and Office of Foreign Asset Control ("OFAC"). If you are on this list, you do not qualify to lease an apartment from us.
- 13. **Lease** A copy of our lease and any applicable addenda are available for your review in the leasing office or on-line before you submit a lease application.
- 14. **Notice to or from Co-Applicants** Any notice that we give you or your co-applicant(s) is considered notice to all co-applicants and any notice from you or your co-applicant(s) is considered notice from all co-applicants.
- 15. Authorization to Verify Information By submitting an application to lease, you authorize us to verify the information that you provide through any means. In this regard, you consent to allow the owner, its agents and employees to obtain your credit information, payment history, occupancy history or income verification for the purpose of: (a) verifying your information; (b) evaluating your qualifications for residency; (c) determining, after you have entered into a lease, whether you continue to meet our residency qualifications; (d) taking collection action against you; and/or (e) for any other legitimate purpose associated with your application or tenancy under a lease. You further consent that the owner, its agents and employees may give credit reporting agencies any of the following: (a) your lease application and other information that you have provided or we have obtained in the application process; (b) information about the performance of your obligations under any lease you have entered into; (c) information regarding collection actions against you; and (d) sufficient identification information that we deem necessary to identify you to any such reporting agencies. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit agency if you fail to fulfill the terms of your credit obligations.
- 16. **Electronic Signatures** You agree that signatures (by you or us) transmitted by facsimile, e-mail or any other electronic imaging means on this resident selection criteria, your lease application, any lease you may sign (including any lease addenda or attachments), and any lease guaranty shall have the same force and effect as the original signature. You and your guarantor, if any, may request a physical (paper) copy from us of any document that you or your guarantor have signed at the time the document is signed or at any time during a lease term.
- 17. <u>ACKNOWLEDGMENT</u>: By initializing the Lease Application, you acknowledge that you have had the opportunity to review this Resident Selection Criteria and that you agree with its terms and conditions. The resident selection criteria include credit history, current income and leasing history. If you do not meet the selection criteria, or if you provide inaccurate or incomplete information, your application may be rejected and your application fee will not be refunded.

SIGNATURES APPEAR ON FOLLOWING PAGE

APPLICANT(S) SIGNATURES		
Signature	Date	
Applicant Name		
Signature	Date	
Applicant Name		
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Applicant Name		
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Guarantor Name		
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