

General Rental Requirements and Qualifications – LeasingDesk - WA - Clocktower

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 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 application is based on the screening criteria for this community, which is attached to this application. Applicant may provide supplemental information related to Applicant’s rehabilitation, good conduct, and facts or explanations regarding their registry information.

IMPORTANT NOTICE - The landlord is prohibited from taking an adverse action against a tenant based on eviction history occurring during or within six months after the end of the civil emergency proclaimed by Mayor Durkan on March 3, 2020, and that the Seattle Office for Civil Rights is the department that will enforce any violations of this ordinance.

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, with the exception of 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.**

As part of the application process and in accordance with the State of Washington Fair Tenant Screening Act, we want to make you aware of specific information that may be considered in our decision to approve, approve with conditions or deny the application. **We do not accept reusable tenant screening reports.** In order to determine your eligibility for residency, we will obtain information related to a consumer credit report, check writing history, eviction and/or judgments (including filed cases), historical payment performance, even on an account currently in good standing, rental history and/or income verification. 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 final outcome of the application status, as well as how to obtain a free credit report from one or more of the major consumer reporting agencies listed below:

Equifax
P.O. Box 105873
Atlanta, GA 30348
(800) 685-1111
www.equifax.com

Experian
P.O. Box 2103
Allen, TX 75013
(888) 397-3742
www.experian.com

Trans Union
P.O. Box 390
Springfield, PA 19064
(800) 916-8800

RealPage, Inc.
4000 International Pkwy
Carrollton, TX 75007
(866) 934-1124

<http://www.realpage.com/consumer-dispute>

I. VERIFIABLE INCOME TO RENT EARNING RATIO:

- A. All lease holding applicants must have verifiable income. The combined income must be at least three (3) 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**, and any federal, state, local government, private or nonprofit administered benefit program that can be verified for the entire term of the lease contract.
 - Unemployment benefits must be verified through the local Unemployment Office.
 - 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.
 - If verifiable rent-to-income earnings ratio falls below our scoring guidelines, a guarantor may be used to achieve approval, if the applicant chooses to do so. The guarantor must complete a separate application and qualify under the same guidelines. However, the guarantor must make at least five (5) times the monthly rent amount. Any and all bankruptcy records will decline the guarantor application.
- D. If verified debt on the consumer report exceeds the income thresholds needed to secure approval, the application will be denied for debt-to-income purposes.
- E. Insufficient income will result in denial. The option for a guarantor may be extended.
- II. **CREDIT:** All applicants will be subject to a credit check through Equifax, Experian and/or TransUnion. Applications will be denied if credit history is found unsatisfactory or insufficient. A guarantor will be required in order to achieve approval status for reports that return as a thin file or lack of active credit. 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 approved. 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. Applications reflecting a foreclosure(s) 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(s) 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. **BACKGROUND CHECK:** A background check of sex offender registries will be performed on all individuals age 18 and over. Applicants registered on a state or federal sex offender registry could be declined. If an applicant does appear on a state or federal sex offender registry, additional information may need to be obtained in order to make an assessment.

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. **STUDENT POLICY:** Applications with one or more lease holding residents that are enrolled in school or university on a half-time or more basis will be required to secure a guarantor or lease guarantor in order to achieve approval.
- VI. **OCCUPANCY GUIDELINES:** The following Occupancy guidelines are as follows:
- | | |
|-------------------------------------|-----------------------------------|
| Efficiency and One bedroom/One Bath | No more than three persons |
| Two bedroom/One or Two Bath | No more than five persons |
| Three bedroom/Two Bath | No more than seven persons |
- 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 in order 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 18 years of age and older will be required to provide a copy of a government issued photo ID at the time of application. All applicants must present the physical government issued ID at the time of move-in, for the release of apartment keys and other devices, as well as for the confirmation of identification.

IX. HOLDING FEE POLICY: The Holding Fee/Floorplan Deposit and Application Fee are required to reserve an apartment and hold it off the market from other prospective applicants. Upon application approval the Holding Fee/Floorplan Deposit will satisfy some or all your required Security Deposit. If you cancel your application, the Holding Fee/Floorplan Deposit will be forfeited as liquidated damages. If your application is declined and a refund is owed, the monies owed will be held for a processing period of 10 business days before being released.

X. 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 \$50 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

XI. EXECUTED LEASE CONTRACT: All Lease Contracts and Addendums are required to be signed within five (5) days of notice of application approval. Failure to execute said Lease Contract may result in cancellation of the unit reservation and forfeiture of the Holding/Security Deposit as liquidated damages.

You have the right to know the information contained in your file at the consumer reporting agency and dispute any information in your file that you believe is inaccurate.

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 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.

APPLICANT SIGNATURE

DATE

APPLICANT SIGNATURE

DATE

APPLICANT SIGNATURE

DATE

OWNER'S REPRESENTATIVE

DATE