

# TENANT SELECTION POLICY

## LUBBOCK AFFORDABLE HOUSING NETWORK

The owner/agent complies with state and federal fair housing and antidiscrimination laws. Screening criteria will be applied in a manner consistent with all applicable laws including, but not limited to, the Texas and Federal Fair Housing Acts, Title VIII of the Civil Rights Act of 1968, the Federal Fair Credit Reporting Act, and program guidelines. It is our policy to offer rental units to the general public without regard to race, color, national origin, religion, sex, familial status, disability or any other state or locally protected classification. Rent and income limits are adhered to as required by various federal, state and local agencies and guidelines.

All applications can be submitted by mail, email ([LAHN@LUBBAHN.com](mailto:LAHN@LUBBAHN.com)), online (at [www.LUBBAHN.com](http://www.LUBBAHN.com)), or on site at the property management office (3212 Avenue Q, Lubbock, Texas 79411). As a reasonable accommodation, applications will be accepted in an equally effective format if there is the presence of a disability. Hearing impaired individuals may call 711 to be connected to services to assist in contacting the property manager.

*Las personas con discapacidad, o que hablan español y que requieren de un interprete, y que deseen solicitar un alojamiento razonable para completar el proceso de aplicacion, habla con el administrador de la comunidad por favor.*

The owner/agent will verify the information provided by the Applicant household and complete criminal, landlord and credit screening to determine whether an Applicant qualifies and what, if any, conditions may apply. All Applicants are required to meet the criteria in this Tenant Selection Policy in order to qualify for housing in our developments.

Applicant households with a certificate or voucher under the Section 8 Housing Choice Voucher Program, or other tenant-based voucher program, will not be denied because of the status of the prospective tenant as a holder of such certificate or voucher.

In accordance with the Violence Against Women Reauthorization Act (VAWA) of 2013, properties will not deny admission, deny lease renewal, or evict on the basis that the Applicant has been a victim of domestic violence, dating violence, sexual assault or stalking if the Applicant otherwise qualifies for admission under this Policy.

### **A. Eligibility Requirements**

Applicants (head, co-head, and spouse) must be at least 18 years of age unless protected by

the familial status protected class per the Fair Housing amendment. The housing unit for which a household is applying must be the only place of residence. Only household members listed on the lease may occupy the unit.

Gross monthly household income for most Applicants must be 2.5 (two and one-half times) times the rent amount the household will pay; however, the income requirement for Section 8 voucher holders will not exceed 2.5 (two and one half times) the portion of the rent the household will pay.

## **B. Application Process**

### **General Requirements**

It is the owner/agent's policy to accept and process applications in accordance with federal guidance. The owner/agent will make a reasonable accommodation to assist in the application process if the Applicant or any member of the Applicant's household is disabled.

Upon request, the owner/agent will provide interested parties with a copy of the application package. Applications will not be considered until all application forms have been accurately completed, signed and dated as appropriate, and all necessary documentation is provided. Incomplete Application Packages will be returned without consideration.

All Applicants 18 years of age and older must submit a separate application and pay a separate application fee of \$25 at the time an application is submitted. A complete package should include, but is not limited to the following:

- Name, mailing address, telephone number and, if possible, fax numbers related to all income and asset information.
- At application (and recertification **every year** thereafter), all adult members of the household (18 years of age and older) must sign authorization, consent and verification forms so that the owner/agent can verify assets, sources of household income, etc. If any adult member refuses to sign applicable authorization, consent and verification forms, the household will be considered ineligible.
- **All information and documentation provided to or received by the owner/agent is subject to verification, and must be current within 90 days of the date of the lease agreement. If an Applicant household is placed on a Waiting List causing information and documentation to be older than 90 days before a lease agreement is signed, updated documentation (*and additional application fees*) must be paid.**
- If an application is approved, the household must provide a contact number to be

used in case of an emergency prior to signing a lease.

## **Verification and Documentation**

In order to determine initial eligibility (and to recertify **every year**), all adult members or the household must provide documentation related to each of the categories listed below. Failure to meet eligibility or documentation requirements in any one or more of these categories will result in rejection of the application/recertification.

**1.** Household/Resident Type -The development is designed to provide affordable housing to low income households that meet the eligibility and screening requirements set forth in this Tenant Selection Policy. Eligibility requirements may change as guidelines change, or as new guidelines are issued. **NOTE: In some developments, restrictions may apply to students enrolled in institutions of higher education. If this applies to a student in your household, contact the property manager.**

### **2.** Identification

- a. Social Security cards must be provided for all household members who will reside in the unit (one (1) year of age and older).
- b. Each adult in the household (18 years of age and older) must provide a valid Driver's License, identification card from the Texas Department of Public Safety, or other valid government-issued ID.
- c. The age of each household member must be documented. A birth certificate or passport may be used to document the age of a child who does not have a government-issued ID.
- d. All household members who are not US citizens must provide evidence of permanent residence status. (green card – Alien Registration Receipt Card I-551)

### **3.** Income and Employment

Sources of all household income must be sufficiently verified, and must fall within the income range applicable to the rental unit. (see Appendix A)

- a. Employed Household Members – Acceptable forms of verification include, but are not limited to:
  - Most recent paycheck stubs for each job (reflecting year-to-date earnings) as follows:
    - Five paystubs if paid weekly (**eight** required for Cotton Place Duplexes)
    - Four paystubs if paid twice per month
    - Three paystubs if paid monthly
  - Most recent tax return and W-2
  - If starting a new job, verification of prior employment and job offer with salary (on company letterhead with contact information)

- b. Self-Employed Household Members – All self-employment income must be documented; however, only the self-employment income of household members who have been self-employed for a minimum of one year will be considered for purposes of meeting the monthly income requirement

Acceptable forms of verification include, but are not limited to:

- Forms 1099, if applicable
  - Tax return for the most recent year
  - Year-to-date profit and loss statement
- c. Other Income – All forms of income must be documented including, but not limited to:
- Unemployment benefits
  - Child support or alimony print-out from applicable agency when directed by a court
  - Agency-supplied verification of GI benefits, SSDI, Social Security (award letters, etc.)
  - Retirement income, pensions
  - TANF
  - Student financial aid
  - Support provided by relatives and others

#### 4. Assets

- a. All liquid assets must be verified. Acceptable forms of verification include, but are not limited to:
- Most recent monthly statements (checking accounts, cash apps, etc.)
  - Most recent bank statements (savings accounts)
  - Pensions and trust fund statements
- b. Other assets must be documented including, but not limited to:
- Stocks, bonds, mutual funds
  - Real estate owned
  - Trust funds
  - Whole life insurance (cash value)

#### 5. Rental History

Rental history must be verifiable.

- a. Applicants must provide names, addresses and telephone numbers of places where there was a rental agreement within the last twenty-four (24) months.
- b. Applicants must have a verifiable rental history of at least twelve (12) months with a good payment record.
- c. *Verifiable rental history does **not** include living with relatives.*

**Failure to supply all required information will cause the application to be considered incomplete, and it will not be fully processed or placed on a Waiting List. A non-refundable application fee is required for each household member 18 years of age and older for an application to be processed.**

If an application is placed on a Waiting List, withdraws an application or changes their mind about renting a dwelling unit, owner/agent will be entitled to retain all security deposits that are received prior to move-in as liquidated damages, and the parties will then have no further obligations to each other.

### **C. Applicant Screening Criteria**

Screening is used to help ensure that households admitted to a property will abide by the terms of the lease, pay rent on time, take care of the property and rental unit, and allow all Residents to peacefully enjoy their homes. Screening criteria will be applied in a manner consistent with all applicable laws including, but not limited to, the Texas and Federal Fair Housing Acts, and the Federal Fair Credit Reporting Act.

Anyone who wishes to live on a property must be screened prior to moving in. This includes, but is not limited to, live-in aides, security/police officers or additional household members wishing to move in after the initial move-in. The screening guidelines in place at the time the new household member applies will be used to determine eligibility for admission. *Certain exceptions apply to children/minors.*

#### **1. Screening Criminal Activity**

The owner/agent will reject applications if, related to any household member:

- a. there was an eviction in the last three years for drug-related criminal activity.
- b. there is reasonable cause to believe that a member's illegal use, or pattern of illegal use, of a drug may interfere with the health, safety, and right to peaceful enjoyment of the property by other Residents.
- c. there is reasonable cause to believe that any member's behavior, from abuse or pattern of abuse of alcohol, may interfere with the health, safety, and right to peaceful enjoyment by other Residents. The screening standards are based on behavior, not the condition of alcoholism or alcohol abuse.

In addition, the owner/agent will reject applications if any household member's criminal history includes one or more of the following:

- d. Criminal activities resulting in felony conviction involving violence, potential violence, destruction of property, human trafficking, terrorist activities, weapons charges, or the illegal distribution or manufacture of a controlled substance. A household member with this type of criminal history will be automatically denied.

- e. Other criminal activities resulting in a felony conviction if the conviction or exit from incarceration (whichever is later) occurred no less than ten (10) years before the date of application.
- f. A record of two (2) or more separate instances where a household member was involved in criminal activities resulting in felony convictions.
- g. Criminal activity resulting in a misdemeanor conviction involving violence, potential violence, destruction of property, human trafficking, terrorist activities, weapons charges or the illegal distribution or manufacture of a controlled substance if the conviction or exit from incarceration (whichever is later) occurred no less than ten (10) years before the date of application.
- h. A record of two (2) or more separate instances where a household member was involved in criminal activities resulting in misdemeanor convictions.
- i. A violation of United States Code Title 8, Subsection 1324(a)(1)(A) which prohibits the harboring of illegal aliens. The provision of housing to illegal aliens is a fundamental component of harboring.
- j. Registration under a sex offender registration program. If the owner/agent determines that a registered sex offender is part of the household, the owner/agent will allow the household to remove the sex offender from the application. The household will have ten (10) business days to provide verification that the household member has applied for alternative housing. Failure to provide such documentation will result in rejection of the application for **all** household members. In this case, the owner/agent reserves the right to monitor household composition after move-in.

If an Applicant has requested VAWA protections and such protections have been justified based on owner/agent investigation, the abuser/perpetrator will not be approved to live on the property.

If the owner/agent is unable to complete required criminal or sexual offender screening due to the Applicant's failure to provide required information or release forms, the application will be rejected.

### ***Criminal Screening Discoveries***

If a criminal background investigation indicates that the Applicant does not meet the criminal screening criteria, the owner/agent will reject the Applicant.

If, after move-in, the owner/agent discovers that there was criminal history that would have resulted in rejection, the owner/agent will contact the Resident to ascertain the accuracy of the criminal report. If the Resident would have been rejected had the information been known at the time of the eligibility determination, the owner/agent

will take appropriate action including pursuing termination of tenancy (eviction).

### ***Consideration of Extenuating Circumstances***

In deciding whether to exercise discretion to admit any individual or household that has engaged in prohibited criminal activity, the owner/agent will, upon request, consider all of the circumstances relevant to the particular admission or eviction decision, including but not limited to: the seriousness of the offending action, the effect that denial of the entire household would have on household members not involved in the criminal activity, and the extent to which the Applicant has taken all reasonable steps to prevent or mitigate the criminal activity.

Additionally, when specifically considering whether to deny admission for illegal drug use by a household member who is no longer engaged in such activity, the owner/agent will, upon request, consider whether the household member is participating in or has successfully completed a drug rehabilitation program, or has otherwise been rehabilitated successfully.

## **2. Screening Rental History**

The owner/agent will review rental history with any landlord indicated in the past two (2) years. The owner/agent will also review information provided through automated databases including eviction databases. If any member of the Applicant household has been evicted from any property for lease violations within the last three (3) years, the application will be rejected. LAHN, in its sole discretion, may make an exception if the Applicant household can sufficiently document (a) that the eviction was due solely to non-payment of rent, (b) the extenuating circumstances that caused rent to be unpaid, and (c) that the outstanding balance has since been paid or that regular payments have been made to the previous landlord during the most recent six months.

If the Applicant fails to identify one or more residences where he/she lived in the last two (2) years, the Applicant will be rejected and the household will be removed from the Waiting List.

The owner/agent will contact the prior property owner(s)/agent(s) to inquire about the following:

- Adherence to the lease and community policies
- Compliance with certification reporting requirements
- Rental payment performance
- Unit maintenance/damage
- Record of disturbing neighbors
- Complaints

If information obtained is negative, the Applicant will be rejected. Negative responses include but are not limited to:

- Failure to comply with the lease
- Failure to comply with House Rules, Pet Rules or Assistance Animal Rules
- Failure to fully and accurately report changes in household composition in a timely manner
- Providing false information
- Slow or no response to requests to recertify
- Poor rental payment history (two or more 30-day late payments)
- Record of poor unit maintenance or damage to the unit beyond normal wear-and-tear
- Complaints from neighbors regarding actions that directly affect the peace and quiet comfort of others living in the community
- Record of actions that interfered with or prevented the previous landlord from effectively managing the property.
- An outstanding balance owed by any household member to a previous landlord
- A current outstanding balance owed by any household member to HUD to return assistance paid in error
- Failure to execute or pay repayment agreements

If rental history cannot be verified sufficiently, but a sufficient history of installment debt being paid timely within the past two years can be documented and the Applicant is otherwise eligible, a double security deposit will be required. If no rental or installment debt history can be verified sufficiently, the application will be denied.

### **3. Screening Credit History**

The owner/agent reviews each adult Applicant's credit history for the last three years. The owner/agent does not consider medical bills/expenses, student loans and/or expenses, and/or telephone company bills. However, Applicants with outstanding debts to providers of electricity, gas, garbage, sewer, etc. will be rejected unless it can be proven that the debt has been paid.

If the Applicant has no credit history, the credit screening will be considered acceptable.

### **D. Preliminary Determination of Applicant Eligibility**

Upon receipt of the completed application, the owner/agent will make a preliminary eligibility determination before adding a household to the Waiting List or initiating final eligibility tasks. The owner/agent will review the application to ensure that there are no obvious factors that would make the Applicant ineligible.

If a preliminary eligibility review indicates that a household appears eligible for tenancy, but units of appropriate size are not available, the owner/agent will place the household on a Waiting List for the property and notify the household when a suitable unit becomes available.

If an Applicant is otherwise eligible but no appropriate unit exists in the property, the owner/agent will reject the application. (e.g. if the Applicant needs a 4-bedroom unit, but there are no such units in the development)

### **E. Rejecting Ineligible or Unqualified Applicants**

The owner/agent reserves the right to reject Applicants for admission based on the failure of the Applicant household to meet all program requirements in this Tenant Selection Policy.

#### **Rejection Notices**

The owner/agent will notify the household of denial of admission, in writing, within seven (7) business days of the determination. The written notice will include the specific reason for the denial and will reference the specific leasing criteria upon which the denial is based. If the denial is based on information provided by a third party, contact information for the third party will also be included.

A rejection log will be kept by LAHN and will contain the specific reason(s) for denial, the date the decision was made, the date the rejection notice was mailed or hand-delivered to the Applicant, basic household demographics and rental assistance information. Only Applicants that complete the application process will be included on the rejection log.

#### **Appealing the Decision to Reject**

Any Applicant may make a request to appeal the denial in writing fourteen (14) calendar days from the date of the rejection. If there is no appeal request within fourteen (14) days, the rejection will be considered final.

Any staff person engaged in the initial review will not be involved in the appeal. Applicants may bring a representative to assist in the appeal meeting. Applicants and/or their representatives have the right to request a reasonable accommodation to assist with:

- facilitating a request for appeal
- participating during the appeal meeting

The owner/agent will provide written notification of a final decision within five (5) business days of the meeting.

## **F. Refusal to Accept Applications**

The owner/agent will not accept applications from individuals who were previously rejected because the Applicant:

- has been evicted from another property managed or owned by the owner/agent
- previously accepted a unit offered by the owner/agent and failed to take possession of the unit on the agreed upon date without notice to the owner/agent.

## **G. Security Deposits**

Residents are required to post a security deposit once a unit is assigned to them, based on unit size: 1-bedroom - \$400      2-bedroom - \$500      3-bedroom - \$600

Security deposits are refundable as long as all of the following terms have been met:

- Full term of lease has expired
- Thirty days written notice was given prior to moving out of the unit
- The unit has been thoroughly cleaned with no damage other than normal wear and tear
- There are no unpaid monies owed on the Resident's rental account
- All keys issued upon move-in have been returned upon the day of move out
- Leased premises have been left in suitable condition
- Correct forwarding address has been given upon day of move out

## **H. Eligible Electricity Providers**

Prior to move-in, proof of an account in the Applicant's name with one of the following electricity providers must be provided to owner/agent: Abundance, Champion, Direct, Reliant or TxU.

## **I. Renter's Insurance**

Note that according to Section 6 of the TAA Lease Agreement, owner's/agent's insurance does **not** cover the loss of or damage to personal property. Therefore, **all households are advised to purchase renter's insurance.**

## **J. Animal Policy**

Domesticated, household animals may be allowed in certain developments with a limit of two per household. The following rules apply to animals on the premises:

- A non-refundable fee of \$400 per animal is required.
- Lease Agreement must include a completed Animal Addendum.
- Animals may only urinate or defecate in designated areas on the property. Household members are responsible for picking up and properly disposing of any waste.

- Residents are responsible for any damages caused by their animal.
- The animal must not disturb the neighbors or other Residents, regardless of whether the animal is inside or outside the dwelling.
- While indoors, animals must be housebroken or caged at all times.
- Animals may not be tied to any fixed objects anywhere outside the dwelling.
- Animals must be kept on a leash and under your supervision when outside the dwelling (or outside of the backyard, if applicable).
- Animals that are not listed on the lease are strictly prohibited.
- House-sitting an animal is strictly prohibited.
- Repairs for damage caused by animals (including fences, carpet, etc.) will be made by owner/agent, and Resident must reimburse LAHN within 30 days of the repair date.

### 1. Additional Rules for Dogs

- Residents must obtain (and provide proof to the owner/agent of) renter's insurance ***with dog liability coverage*** which must include:
  - **\$50,000 of dog liability coverage for each dog you own (limit 2);**
  - medical expenses if your dog injures someone;
  - damages to other peoples' property if caused by your dog; **and**
  - legal expenses if you are sued.
- The following must be listed as Interested Parties on the insurance policy:
  - Lubbock Affordable Housing Network, LLC  
3212 Avenue Q, Lubbock, Texas 79411
  - and***
  - Cotton Place Properties, LLC  
3212 Avenue Q, Lubbock, Texas 79411

A copy of the insurance policy MUST be emailed to [LAHN@LUBBAHN.com](mailto:LAHN@LUBBAHN.com) before approval of the dog can be granted.

### 2. Service Animals

If an Applicant wishes to request approval of a service animal to do work or perform tasks related to an Applicant's disability, the Applicant (or Applicant's representative) must request a reasonable accommodation. Pet fees will not apply to qualified service animals.

### 3. Emotional Support Animals

If an Applicant wishes to request approval of an emotional support animal to alleviate the symptoms or side-effects of a disability, the Applicant (or Applicant's representative) must request a reasonable accommodation, and provide a letter from a qualified, local professional stating (a) why the Applicant needs the animal, and (b) the benefit the animal provides. Pet fees will not apply to qualified emotional support animals.

### **K. Recertification Requirements**

All Residents are required to complete the recertification process **every year** before the expiration date of the previous certification. Adult members of a household (18 years of age and older) must complete and sign new applications, consent and verification forms, provide documentation, etc. so that the owner/agent can verify assets, sources of household income, etc. If any adult member refuses to do so, the household will be considered ineligible. The owner/agent will review certain criminal history for all adult household members at each annual certification.

Owner/Agent may change the designation of a household at recertification and increase the rent accordingly provided that another household's rent is decreased to maintain the set aside requirement. Example: A 10 unit development has a rent and occupancy restriction of 2 units at 50% and 8 units at 60%. A 50% household recertifies and their income exceeds the 50%. In accordance with the provisions of the lease, the owner/agent may offer this household rent at a higher designation, and simultaneously lower the rent for another household in need of a 50% unit.

### **L. Non-renewal and/or Termination Notices**

The owner/agent must provide in any non-renewal or termination notice, a specific reason for the termination or non-renewal. The notice will also explain that a request for reasonable accommodation may be requested in response to the notice received.

The notification will be delivered in one of the following manners:

1. Hand-delivered to any Resident listed on the lease
2. Sent by certified mail, return receipt requested
3. Sent by registered mail

As a courtesy, additional notice may be given by a notice attached to the outside of the Resident's front door, by email and/or by text message.

If you are a person with a disability, you may request a reasonable accommodation in response to the notice. You may request the reasonable accommodation in writing, in person, or by email ([LAHN@LUBBAHN.com](mailto:LAHN@LUBBAHN.com))

### **M. Waiting Lists**

- Each development will maintain a separate Waiting List based on size and unit types in the development. Each Waiting List will include Unit Transfer Requests as well as new applications after preliminary eligibility determination is complete.
- When the number of active Unit Transfers and/or new applications equals the number of rental units of a particular size and/or type located in the development,

the owner/agent may close the Waiting List.

- All applications, whether accepted or rejected, will be retained by owner/agent

Applicants will have the option of specifying a desired unit size or multiple unit sizes when completing the application. Eligible Applicants will be placed on the Waiting List for all indicated unit types/sizes as long as:

- the Applicant household meets the criteria described in this Policy, and
- the Waiting List for the unit type/size is open

Applications will be rejected and the household will not be added to the Waiting List if:

- the Waiting List is currently closed for the appropriate unit type/size, or
- no unit of the appropriate type/size exists on the property

### **1. Maintaining Waiting Lists**

While on a Waiting List, an adult member of the Applicant household must report to LAHN any changes of address, contact information, income, criminal history, future household composition, etc. Failure to do so may cause an application to be removed from the Waiting List.

If, as a result of such a change being reported by the Applicant household, it is determined that the household will be on the Waiting List for a different unit type/size than originally indicated, LAHN will update the Waiting List accordingly, and the household will maintain their place on the Waiting List for the new unit.

### **2. Removal from a Waiting List**

The owner/agent will contact each Applicant household annually by mail to determine if the Applicant desires to remain on the Waiting List. An Applicant will be removed from the Waiting List when and if any of the following apply:

- Applicant requests that the household name be removed
- The unit that is needed has changed, and the Waiting List is closed for that unit size/type, or no appropriate size/type unit exists on the property
- Applicant fails to meet eligibility requirements, occupancy standards and/or screening requirements
- Applicant is rejected for any reason described in this Policy
- Applicant cannot be contacted by phone or text (number disconnected or changed)
- Applicant cannot be contacted by US Mail (letters are returned or undeliverable)
- Applicant fails to respond to owner/agent inquiries (by phone, text or US Mail) regarding the desire to remain on the Waiting List
- Applicant was clearly advised, in writing, of the requirement to tell owner/agent of his/her continued interest in housing by a particular time and failed to do so

- Applicant fails to keep application information up-to-date based on the requirements described in this Policy

If the owner/agent determines that it made an error in removing the Applicant from a Waiting List, the Applicant will be reinstated at the original place on the Waiting List.

If an Applicant is removed from the Waiting List and later feels that they are now qualified for assistance/tenancy, the Applicant household must submit a new application. The Applicant will be placed on a Waiting List, as necessary, based on the submission date and time of the **new** application.

### **3. Selection from a Waiting List**

When a unit becomes available, the owner/agent will contact the next household on the Waiting List (*based on the selection criteria described in this Policy*). **If any of the initial information/documentation retained by the owner/agent is dated more than 90 days before the date of the lease agreement, all adult household members will be required to provide new application fees and updated information/documentation. All information and documentation provided to or received by the owner/agent must be current within 90 days of the date of the lease agreement.**

No decision to offer the unit shall be made until all information has been provided by the Applicant, has been verified, and the final eligibility determination is complete.

### **N. Preferences for Placement on a Waiting List**

Applicants will be selected from a Waiting List on a first-come, first-served basis based on the application date and time; however, Current Residents and Applicants with preferences are selected from the Waiting List and receive an opportunity for an available unit earlier than those who do not have a preference. Assigning preferences to Current Residents and Applicants who meet certain criteria is a method intended to provide housing opportunities based upon household circumstances.

*Preferences affect only the order in which Current Residents and Applicants are selected from the Waiting List.* They do not make anyone eligible who was not otherwise eligible. Preferences are not permitted if they, in any way, interfere with affirmative marketing efforts or fair housing requirements.

### **1. Unit Transfer Preference**

Unit Transfer Requests from Current Residents will be considered only if they meet one or more of the qualifications listed below. If so, they will be given preference on the Waiting List; so that a Resident transferring from one unit to another will be offered a unit before

an Applicant.

- documented and verified need for an accessible unit or a reasonable accommodation
- documented and verified medical need
- documented and verified need for **VAWA** Emergency Transfer
- if a Resident is currently living in an accessible unit and no longer needs the features
- if a Resident is currently under-housed (i.e. needs to move to a larger unit)
- if a Resident is over-housed (i.e. needs to move to a smaller unit)

Households in poor standing (with balances owed, two or more lease violations, or a violation of unit conditions defined in the TAA lease), will not be approved for a transfer.

If approved for a Unit Transfer, the security deposit on the Resident's "current" unit will be refunded within 30 days after a walk-through has been conducted by the manager and Resident to ensure that any damages exceeding normal wear and tear have been assessed and deducted from the original security deposit.

If approved for a Unit Transfer, and prior to moving into the Resident's "new" unit, the following will be required:

- the applicable security deposit for the unit to which the Resident is transferring,
- a transfer fee of \$300, and
- payment of the actual cost of repairs to the current unit which exceed normal wear and tear.

Transferring households must meet all requirements of this Policy.

## **2. Split Household Preference**

If two or more Current Resident adult household members reside in one unit and one or more adults choose to apply for a separate unit, the new household requesting a separate unit will be required to submit an application. Household members who remain in the existing unit are not required to re-apply, but must meet all requirements of this Policy. The application will be reviewed for eligibility as described in this Policy and, if approved, that Applicant will receive preference over other Residents and Applicants.

If the Current Resident's household split is requested and qualifies for special consideration based on the VAWA Emergency Transfer policy, the request will receive preference over other requests to "split" a household.

## **3. VAWA Emergency Transfer (Imminent Threat)**

In some cases, households that qualify for a VAWA Emergency Transfer may receive preference over other Residents who have requested a unit transfer. If a Resident has requested VAWA protections and such protections have been justified based on

owner/agent investigation, the abuser/perpetrator will no longer be approved to live on the property.

#### **4. Local Applicant Preference**

When offering a unit for rent, Local Applicants may receive preference over other Applicants who aren't able to document living and/or working in the Lubbock area for the most recent 12 months. The Waiting List may include those who qualify for this preference, in the following order:

- those currently living and/or working within the Lubbock City limits,
- those currently living and/or working within the Lubbock County limits, or
- those currently living and/or working within a neighboring County.

#### **5. Weight of Preferences**

When offering a unit for rent, the owner/agent will consider Current Residents requesting a transfer who qualify for preference over Applicants.

Applicants who qualify for the following preferences will be placed on the preferred Waiting List based on the date and time the completed application is received. The following Applicants will be placed next:

- documented and verified need for an accessible unit
- documented and verified medical need
- documented and verified **VAWA** Emergency Transfer
- documented and verified Local Applicants

Applicants who do not qualify for the preferences listed above will be placed next based on the date and time the completed application is received and their eligibility for other preferences.

**Accessible units will always be offered to Current Residents and Applicants who need the features of an accessible unit before they are offered to Current Residents and Applicants who do not need the features of an accessible unit.**

#### **6. Denial of Request for Preference**

All preferences will be verified. If it is determined that an Applicant does not meet the criteria for receiving a preference, the Applicant will receive written notice of this determination within ten (10) business days. The notice will contain the reason for the determination. The Applicant has the right to meet with the owner/agent representative to review or appeal the decision.

## 7. Change in Preference Status While on the Waiting List

Occasionally households on the Waiting List who did not qualify for a preference when they applied will experience a change in circumstances that qualifies them for a preference. In such cases, it is the responsibility of the Applicant to contact the owner/agent so that their change in status may be verified and the Waiting List can be updated to appropriately reflect the preference.

To the extent the verification determines the household does now qualify for a preference, they will be selected from the Waiting List in accordance with the preference and the date the change of status is verified.

## 8. Exceptions to the Preference Rule

Management will give priority to Current Residents residing in a unit:

- that has been determined uninhabitable due to flood, fire or other natural disaster
- designated for rehabilitation or repair

These situations represent extenuating circumstances, and the normal selection order may be adjusted to address the needs of these Current Residents.

## O. Opening and Closing Waiting List

In order to ensure that Applicants on a Waiting List are processed in a reasonable amount of time, the owner/agent may stop accepting applications and close Waiting Lists in whole or in part. Decisions about closing and opening a Waiting List will be based on the number of applications available for a particular size and type of unit. When the number of active Applicants equals the number of rental units of a particular size and/or type located in the development, the owner/agent may close the Waiting List. Notices announcing that the Waiting List is closed or open will be posted at [www.LUBBAHN.com](http://www.LUBBAHN.com).

- Interested parties who insist on submitting applications when the Waiting List is closed will not be considered. The application **will not be reviewed** and will be returned.
- During the period when the Waiting List is closed, the owner/agent **will not** maintain a list of individuals who wish to be notified when the Waiting List is reopened.

## P. Section 504 Statement

This property will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973, the property will make reasonable accommodations for individuals with disabilities (be it an Applicant or a Resident). Such accommodations may include changes in the method of administering policies, procedures and/or services. In addition, the owner/agent may approve structural

modifications to housing units at the Resident's expense where such modifications would be necessary to afford an individual's full access to the unit for qualified individuals with disabilities. Any Applicant wishing to request a reasonable accommodation my contact LAHN by phone, letter or email. ([LAHN@LUBBAHN.com](mailto:LAHN@LUBBAHN.com)) Requests will be responded to within 7 business days.

**Q. Authorization and Acknowledgement**

"I hereby authorize the owner/agent to obtain a consumer report, and any other information it deems necessary for the purpose of evaluating my application. I understand that such information may include, but is not limited to, credit history, civil and criminal information, records of arrests, rental history, employment/salary details, vehicle records, licensing records, and/or any other necessary information. I hereby expressly release the owner/agent, and any procurer or furnisher of such information and understand that my application information may be provided to various local, state, and/or federal government agencies, including without limitation, various law enforcement agencies.

By signing this document, I acknowledge that I have had the opportunity to review the Tenant Selection Policy. Not meeting the criteria or submitting an incomplete, inaccurate or falsified application or documentation may lead to rejection of the application or immediate termination of my lease, and any fees associated with processing the application will be forfeited as liquidated damages."

I/We understand that changes in federal or state law, executive orders, etc. may affect this Policy at any time; and that the owner/agent will abide by all such changes if and when they occur.

I/We have read and understand the above rental criteria and authorize verification of my/our application information. I/We agree to all terms of this Policy.

**I/We have read and understand this Tenant Selection Policy.**

\_\_\_\_\_  
Applicant's Name

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

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Applicant's Name

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Applicant's Signature

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Date

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Applicant's Name

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Applicant's Signature

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Date

5/11/26

Appendix A  
Rental Criteria

**VARIES BY DEVELOPMENT**

