

Our community supports Equal Housing Opportunity and the Fair Housing Act as amended, a federal law applicable in all states, prohibiting discrimination in housing on the basis of race, color, religion, sex, national origin, familial status or disability. In addition, states and localities may have ordinances offering additional protections from discrimination in housing. Our community complies with all federal, state, and local laws and ordinances and does not discriminate based on any federal, state or locally protected characteristics. Please note these are our current rental screening criteria. Nothing contained herein shall constitute a guarantee or representation that all residents and occupants currently residing at this community have met these requirements. Existing residents and occupants may have resided in the community prior to these requirements going into effect. Additionally, our ability to verify whether these requirements have been met is limited to the information we receive from various reporting services used. Please review this information before completing the application and paying the application processing fee, which is non-refundable. Falsification of information on the application may result in application denial and loss of holding fee (if applicable) as liquidated damages for our expense and loss of rental income in holding the apartment off the rental market.

**Applicants for Colorado housing communities have the right to provide housing providers with a Portable Tenant Screening Report, as defined in § 38-12-902(2.5), Colorado Revised Statutes. If an applicant provides a Portable Tenant Screening Report, Avanti Residential is prohibited from charging that applicant a rental application fee or charging that applicant a fee to access or use the Portable Tenant Screening Report.**

Any Portable Tenant Screening Report must be not more than 30 days old, directly available from a consumer reporting agency/third-party website that regularly engages in the business of providing consumer reports, free for Avanti Residential to access, and in compliance with all state and federal laws pertaining to use and disclosure of information contained in a consumer report by a consumer reporting agency. The applicant must certify that there has not been a material change in the information in the Portable Tenant Screening Report, including the applicant's name, address, bankruptcy status, criminal history, or eviction history, since the report was generated.

Avanti Residential, requires all applicants to meet the following criteria in order to qualify for this housing community:

**IDENTIFICATION:**

All applicants will be asked to provide valid, government-issued photo identification.

**\*\*NOTE:** The identification, income, employment and deposit requirements may be modified if required by federal subsidy or financing programs.

**RENT TO INCOME RATIO:**

Applicant must supply verifiable proof of legal funds equal to **two (2) times** the monthly tenant paid rent. If an applicant's income is nonsufficient, a guarantor may be required. If a guarantor is required, the guarantor's income must be equal to **four (4) times** the tenant paid rental amount and provide proof of funds.

**SOURCE OF FUNDS:**

Acceptable forms of funds verification are:

- 2 recent paystubs no older than 30 days as of application date. If applicant's employer is located in another jurisdiction from where the community is located, Avanti Residential may request additional information confirming applicant will continue to have the employment upon moving to the community.
- Employment offer letter signed and on company letterhead.
- If self-employed, applicant must provide 1) the prior year's tax return with Schedule C form with the applicant's affidavit that anticipates applicant's NET earnings for the next 24 months; 2) CPA/accountant's statement of the prior year's tax returns and anticipated NET income for the next 24 months; or 3) 24 months of certified or uncertified financial statements (including accountant's calculation of straight-line depreciation expense if accelerated depreciation was used on the tax return or financial statement). Otherwise, an additional deposit or

guarantor may be required.

- If retired or not employed, bank statements reflecting **two (2) times** the tenant paid rent for the entire initial lease term.
- Unless consideration of any criteria is limited by state law, all applicants must pass income, credit and criminal criteria, and (in some instances) pay an additional deposit or provide an acceptable guarantor to be eligible.

**GUARANTORS:**

Acceptable guarantors must reside in the United States and qualify in each of the above categories. An additional deposit may be accepted if a qualified guarantor is not available under certain circumstances.

**CREDIT SCREENING:** (excluding student loans and medical accounts)

- In accordance with state law, any application in which the applicant does not have the assistance of a housing subsidy will require credit screening
- An applicant with an unsatisfactory (negative) credit report will be denied.
- Excessive collection accounts from the past 7 years will result in denial of the rental application.
- An applicant whose credit report contains more negative than positive history may be approved subject to an additional deposit.
- Bankruptcy (regardless of discharge) or repossession within the last two (2) years may be grounds for denial of the application or may require an additional deposit for approval.
- Rental housing debt, eviction judgements, or rental collections within the last seven (7) years will result in automatic denial of the application.
- Any unresolved tax liens will negatively impact the overall applicant screening result.

**RESIDENCY HISTORY:**

- All occupants 18 and over (except first-time renters) must have at least 6 months of verifiable and positive residency history immediately preceding application. Verification must be performed by a third-party entity. Verification by an individual will not be accepted unless proof of payments on a timely basis is included.
- First-time renters or applicants with no verifiable residency history may require payment of an additional deposit or acceptable guarantor in lieu of immediate past rental history.
  - Residency history that includes prior evictions within the last seven (7) years, multiple late payments, returned checks, poor housekeeping, conduct disturbing the rights and comforts of other residents, unauthorized occupants, property damage or failure to adhere to the policies and regulations of the community or management company will result in automatic denial of the application.
  - Landlord reference indicating the landlord would not re-let to the applicant due to lease violation is grounds for automatic denial of the application.
- If applicant owned his/her immediate prior residence, mortgage history will be verified through credit report or other documentation of home ownership.
- Applicant further understands and agrees that grounds for denial, includes, but is not limited to the following: 1) applicant previously resided at a Avanti managed community, and sued the owner, property management company, or an agent or employee of the owner or manager; 2) applicant had been served two (2) or more noncompliance notices within a twelve (12) month period; 3) applicant had one (1) immediate and irreparable notice of lease or right of occupancy termination notice(s) served upon them; 4) applicant owes money to any property managed by Avanti; or 5) for any other reason that evidences any negative rental history.

**CRIMINAL HISTORY SCREENING:**

A criminal record verification will be made on all persons 18 years of age or older. All applicants will be required to provide information regarding the city and state that they lived in, for up to 5 preceding years. Locations provided will be compared/verified with credit report addresses and all applicable statewide criminal records will be requested.

**Criminal Offenses:** Any applicant with felony or misdemeanor conviction of manufacturing or distributing a controlled substance, Homicide (any count), Manslaughter (any count), Sex Crimes Against a Person,

Stalking, Sex Crimes Against a Child, or lifetime registry on any sex offender registry will always result in automatic denial regardless of the disposition date.

**Felony Offenses:** Any application will be denied if the applicant has been convicted or released from custody within the last **five (5) years** for the following felony crimes: felony involving Arson, Assault and Battery, Bad Checks, Burglary, Crimes Against Animals, Crimes Against Children, Crimes Against Gov't, Cyber Crimes, Destruction of Property, Disturbance of Peace, Domestic Crimes, Drug Offenses - other, Embezzlement, Fraud, Harassment, Kidnapping, Organized Crime, Petit Theft, Purposely Obstructs the Law, Robbery, Sex Crimes – Other, Theft/Larceny, Trespassing, Weapons Related, or any other felony not herein enumerated.

**Misdemeanor Offenses:** Any application with a conviction of a misdemeanor for the following charges may result in a denial based on a **five (5) year** look back period for the following felony crimes: Assault and Battery II, Drug Offenses, Weapons Related. The look back period includes the applicant's conviction date, release from incarceration, parole or probation or whichever latest date is available to criminal screening vendor. Any application with a conviction of a misdemeanor for the following charges may result in a denial based on a **three (3) year** look back period: Assault and Battery I, Burglary I, II, Crimes Against Animals, Crimes Against Children, Domestic Crimes, Kidnapping I, II, Robbery, Crimes – Other, Trespassing, Any Offense Not Listed. The look back period includes the applicant's conviction date, release from incarceration, parole or probation or whichever latest date is available to criminal screening vendor.

If an applicant has a pending criminal charge that may result in a denial if convicted, the eligibility of the applicant will not be denied, but will be delayed until disposition of the pending case. An arrest alone, without pending charges, will not be considered relevant. The unit assigned to the applicant will be returned to the community availability list; however, if the applicant is approved after disposition of the pending charge, the applicant shall be offered the next comparable unit at the community's then current rental rate, terms and conditions. An applicant may cancel his or her delayed application at any time, in writing, prior to the disposition of the pending charge.

The applicant shall have 48 hours to resolve any mistaken identity issues before the apartment associated with the application will be returned to the community's availability list. This policy shall only apply to applicants asserting mistaken identity.

#### **PET POLICY:**

Pets are not allowed without Management prior written approval. Cats and dogs welcome with approval; maximum of two (2) pets per apartment. An additional deposit, fee and monthly pet charge will be required for approval. The following is a list of breed restrictions:

- American Staffordshire Terriers, Staffordshire Bull Terriers, Rottweilers, Cane Corso, Presa Canarias, Bull Mastiffs, Wolf Hybrids, Pitbulls where prohibited by local statute and any mix containing aforementioned breeds.
- Current rabies vaccination will be required. Applicant is responsible for keeping pet licensing and vaccinations up to date per county requirements.

#### **RENT:**

- All move-in amounts must be paid in full prior to or at the time of move-in with Cashier Checks.
- Personal checks, money orders, or cash will not be accepted for any payments, and all must be paid electronically.

**RENTERS INSURANCE:**

Obtaining and maintaining renter's insurance coverage is mandated in all leases with Avanti Residential. Failure to obtain renter's insurance coverage as detailed on the move-in information sheet prior to move-in could result in cancellation of the lease and deduction of damages from the security deposit.

**OCCUPANCY STANDARDS:**

Occupancy of the apartment home is limited to those persons listed on the lease and is based on the number of bedrooms in an apartment home. A bedroom is defined as a space within the premises that is used primarily for sleeping, with at least one window and a closet space. Occupancy shall not exceed two persons per bedroom plus one additional person.

Occupants under the age of 24 months at the time of lease signing or renewal are not counted toward maximum occupancy. Rooms such as a study or den may be considered a bedroom for purposes of maximum occupancy, provided they have at least one window and a closet space.

- Definition of occupants - for occupancy standard purposes, occupants are any person over 24 months of age that will be living in the unit.

**PROCEDURE FOR NOTIFICATION OF DENIAL OF APPLICATION:**

Should the application be denied, an adverse action letter will be provided within 20 days. Applicant may have the opportunity to file a grievance challenging the decision to deny the application; applicant will receive information regarding rights to grievance with the adverse action letter.

In the event that an application is denied as a result of the Criminal History Screening, the applicant may submit mitigating factors that they wish to be reviewed to determine whether they are otherwise qualified to reside at the community.

**REASONABLE ACCOMMODATIONS AND MODIFICATIONS TO DISABILITIES:**

As part of this community's commitment to equal housing opportunity and non-discrimination based on disability, applicant may request reasonable accommodations or reasonable modifications that are reasonably necessary and relate to a disability during the application process or during tenancy. Please notify management if applicant believes any such accommodation or modification to a disability is necessary.

**FEES - We charge the following fees:**

- (1) Application Fee of \$23.00 per applicant must be paid at the time you submit an application to reimburse us for our actual costs to process a credit/criminal report for each applicant.
- (2) Holding Fee of \$200 must be paid at the time you submit an application to hold the unit off the market while your application(s) is being processed. If you are approved and you execute a lease with us within 72 hours, the Holding Fee will be credited towards your security deposit. If you are approved and fail to execute your lease with us within 72 hours of receiving written or verbal notice of approval, your Holding Fee becomes non-refundable and will be retained by us to offset our damages for being unable to market the unit while your application was being processed and 72 hours thereafter. If your application is denied, the Holding Fee will be refunded to you within 20 days. The Holding Fee was calculated by multiplying the daily rent of \$67.67/day by 3 days.

**ACKNOWLEDGMENT:**

All persons 18 and over intending to reside in the apartment home must qualify in each of the above categories with the exception that the household's combined income may be used to satisfy the rent to earnings ratio. All persons 18 and over must sign the lease as a leaseholder/tenant and be liable under the terms of the lease.

Any person under the age of 18 intending to occupy the apartment home must be identified on the application and listed on the lease or such person will otherwise be considered an unauthorized occupant.

Proof of income and identification must be provided at time of application, if applicant is unable to do so applicant will have an additional 48 hours to provide to the leasing office. After 48 hours, if applicant is unable to provide the required documentation, the application will be cancelled and the community will refund the application fee, holding fee and/or deposit.

By signature below, applicant acknowledges that they have reviewed the qualification criteria, which includes reasons why the application may be denied. The applicant understands that if they do not meet the qualification criteria or fails to answer any question or gives false information, we may reject the application, retain fees allowed by statute and terminate any right of occupancy.

This community does not accept comprehensive reusable tenant screening reports.

**ALL APPLICANTS OVER THE AGE OF 18 MUST SIGN:**

Applicant Name:	Signature:	Date:
Applicant Name:	Signature:	Date:
Applicant Name:	Signature:	Date:
Applicant Name:	Signature:	Date: