

# RESIDENT SELECTION CRITERIA AND DISCLOSURES

# (Latrobe Apartments)

**Overall Standards**

**Fair Housing:** This community does not discriminate on the basis of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, sealed eviction record, status as a victim of an intrafamily offense, place of residence or business, or homeless status of any individual, or any other class protected by applicable law.

Latrobe Apartments complies with the Fair Housing Act of 1968 as amended, as well as state and local law. In Washington, D.C., discrimination in the sale or rental of housing based on, among other things, lawful source of income, is prohibited. Latrobe Apartments complies with all applicable federal, state and local laws pertaining to the use of Housing Choice Vouchers, Rapid Rehousing Subsidies and other forms of income-based housing subsidies as a source of income, including laws regarding application of minimum income requirements, credit scores and credit issues. Latrobe Apartments also complies with all applicable federal, state and local laws regarding the application of criminal background checks and prior eviction screenings.

**Identification:** All visitors and applicants must provide a valid driver’s license or other U.S. or state-government issued photo identification in order to view and/or move into the community*.* Non-U.S. citizens must provide a valid passport or valid visa.

**Recurring Direct Debit:** As a condition of residency, applicant shall register for direct debit online through the Landlord's resident portal or complete an automatic debit form provided by Landlord, authorizing Landlord to establish arrangements for the transfer of payments of rent, utilities and other recurring monthly charges by ACH debit initiated by Landlord from an account in the name of Resident established at a United States bank.

# Applicability: All persons who will be signing the Lease Agreement must complete an Application for Residency (“Application”) and meet the Resident Selection Criteria, and will be fully responsible for the rent obligations of the Lease Agreement if the occupying resident(s) defaults.

**Available Rental Units Disclosure:** Pursuant to § 42–3505.10(a)(6) of the Code of the District of Columbia, Attachment 1 sets forth the number of units available each month at this property in the prior fiscal year.

# Application Standards and Process

1. **Application for Residency:**  Each person who will be living in the apartment and who is 18 years or older must complete an Application*.* Landlord will ask every person seeking to apply for an apartment whether they will be using an income-based housing subsidy so that the correct process and standards can be followed. The amount of the application fee is set forth in the application document and is used to pay for screening the applicant. The application fee will be collected before an application can be processed. If Landlord fails to conduct a background screening for any reason, or does not use a portion of the application fee, Landlord will refund the application fee or unused portion thereof within 14 days. Landlord will notify applicants of its approval or denial decision within 7 business days.
2. **Types of Information Used In Screening:**
3. **Applicants Without Income-based Housing Subsidies:**

Landlord will use the following information in determining whether an Application will be approved or denied:

Income: Applicants must have a gross income source that can be verified and meets the minimum income requirements for the apartment being leased. For this community, an applicant’s gross income must be equal to or greater than three times the monthly rent.

Applicants will be required to provide income verification, primary sources of which may include pay stubs and personal bank account statements. Landlord may accept secondary verification documents including a letter from an employer, the most recent W2, the most recent tax return, documentation of a government stipend, and/or business bank account statements with proof of ownership.

Rental History: Landlord reserves the right to reject any applicant who has been previously evicted by a court of law unless such eviction occurred three or more years ago or unless the eviction record is sealed.

Employment History: Landlordwill confirm employment and reported salary level

Credit History: Landlordwill review an applicant’s credit history by requesting a credit report from:

Resident Verify

4205 Chapel Ridge Rd.

Lehi, UT 84043

Phone: 866-698-0661

Applicants have a right to obtain a free copy of the credit report if their Application is denied or any other adverse action is taken by Landlord.

Landlord evaluates credit history information for indicators of future rent payment performance such as past or current bad debts, late payments or unpaid bills, liens, judgments or bankruptcies relevant to fitness as a tenant. Landlord will not base an adverse action solely on a prospective tenant's credit score or lack thereof, and will not impose additional terms on applicant based on credit score. Having a pending bankruptcy or an outstanding amount owed to another rental property will result in an automatic denial.

1. **Applicants with income-based housing subsidies**

For applicants seeking to rent with the assistance of an income-based subsidy, Landlord will review applications in accordance with the following rules:

1. Landlord will not verify income or employment. Applicants seeking to rent with the assistance of an income-based housing subsidy are not required to meet any income requirements.
2. Landlord will request a credit report from Resident Verify as set forth in Section II. A above. However, Landlord will not consider applicant credit score or lack of credit score;
3. Landlord will only consider an applicant’s prior rental history involving nonpayment or late payment of rent if the nonpayment or late payment of rent occurred during a period in which the applicant had an income-based housing subsidy if Landlord knows the date when the applicant was receiving a subsidy.
4. Landlord will only consider any credit issues that arose during a period in which an applicant had an income-based housing subsidy if Landlord knows the date when the applicant was receiving a subsidy.
5. **Criminal History**

Before making a conditional offer, Landlord will not inquire about or require an applicant to disclose or reveal a pending criminal accusation or criminal conviction. However, Landlord will have an applicant complete and sign all required paperwork authorizing it to perform a criminal background check.

After making a conditional offer to rent to an applicant, Landlord will review the applicant’s criminal history. Landlord will only consider a pending criminal accusation or criminal conviction for crimes set forth in § 42–3541.02(d) of the Code of the District of Columbia that has occurred within the past 7 years.

Landlord may withdraw a conditional offer based on an applicant’s pending criminal accusation or criminal conviction for crimes set forth in § 42–3541.02(d), after taking into account any information provided by the applicant and the factors set forth in § 42–3541.02(e)(2)(A)-(F) of the Code of the District of Columbia.

1. **Adverse Action and Tenant’s Right to Dispute.**

If Landlord denies an Application or takes any other adverse action, it will do so in writing along with the following information:

(1) The specific grounds for the adverse action;

(2) A copy or summary, free of charge, of any information obtained from a third party that formed a basis for the adverse action;

(3) A statement informing the applicant of his or her right to dispute the accuracy of and permissibility of Landlord’s use of any information upon which Landlord relied in making its adverse action determination; and

(4) A statement informing the applicant of his or her right to file a complaint with the Office of Human Rights if he or she believes Landlord violated any laws relating to the rental screening process.

An applicant has the right to dispute an Application denial or adverse action. If, after receiving of a notice of an adverse action, an applicant provides to Landlord any evidence that information relied upon by Landlord is (a) inaccurate or incorrectly attributed to applicant; or (b) based upon prohibited criteria, Landlord will provide a written response within 10 days after receipt of the information from the applicant.

**Right to file Complaint:**  The applicant has a right to file a complaint with the DC Office of Human Rights or pursue civil action via the Superior Court of the District of Columbia if the applicant believes Landlord has violated any laws relating to the rental screening process.

Applicant Signature Date

**ATTACHMENT 1**

**NUMBER OF UNITS AVAILABLE EACH MONTH FOR RENT IN PRIOR FISCAL YEAR**

**(Latrobe Apartments)**

January: 2

February: 3

March: 4

April: 7

May: 14

June: 12

July: 15

August: 8

September: 9

October: 3

November: 1

December: 2