

Brookfield Properties Multifamily, LLC (BPM) and the apartment community are fully committed to fair housing and equal housing opportunity in marketing, rental, and management practices and will not discriminate in the leasing, rental, use, or occupancy of housing or related facilities, on the basis of race, color, national origin, sex or gender, disability, religion, familial status, or any other classes protected by federal, state or local regulations and laws. It is our policy to guard the privacy of applicants and residents and to keep information in a location ensuring confidentiality, pursuant to any applicable federal, state, and local laws.

Brookfield Properties Multifamily, LLC (BPM) and the apartment community are fully committed to providing a healthy environment for our residents, occupants, and smoking is not permitted anywhere in the apartments or in the common areas of the Property or grounds. All residents, occupants, and guests are required to follow this policy.

Applicants **must meet** the following criteria. Applicants who do not comply with providing requested information and/or are uncooperative during the application process may be denied residency.

**RENTAL APPLICATION and APPLICATION FEE:** Each applicant 18 years and older must complete a Rental Application. A \$35 non-refundable application fee per applicant is due at the time the Rental Application is submitted.

**APPLICATION DEPOSIT:** A \$600 application deposit is required to reserve an apartment. The application deposit is refundable if the application is cancelled within 72 hours of the application or if the application is denied and there were no false statements or misrepresentations on the application. Two separate checks or money orders must be submitted or two separate credit card transactions must be processed at the time of application, one for the application fee(s) and one for the application deposit.

**IDENTIFICATION:** Each adult applicant must provide current acceptable government-issued photo identification which includes a valid driver's license, state-issued I.D., military I.D., passport and/or other authoritative documents.

AGE: Applicants must be at least 18 years of age or legally emancipated. All applicants must sign the lease.

### CREDIT, RESIDENCY AND CRIMINAL SCREENING:

(Mitigating Circumstances will be reviewed on a case-by-case-basis)

**Credit history** is obtained for all adult household members using the same criteria. Reasons for rejection of an application due to information contained on applicant's credit report include the following factors that have affected applicant's ability to pay rent in prior tenancies:

Bankruptcy/Repossessions: any personal bankruptcy within the past twenty-four months that has not been discharged/remedied

# **Charge-Offs/Collections**

- 1. "Charge-Off" of delinquent debt within the past 24 months
- 2. Two or more credit or installment accounts that have been past due for more than 120 days within the past twelve months.
- 3. Unpaid collections, judgments or liens exceeding \$2,500.00, excluding medical bills and student loans within the past 24 months
- 4. Unpaid utility bills (cable, electric, gas, water/sewer and garbage) that are in the applicant's name within the past 24 months
- 5. Unpaid balance due a current or prior landlord within the past 24 months
- 6. Three or more NSFs require the rent be paid by money order or cashier's check

Lawsuits: suits pending or not remedied and deemed to affect financial ability (bankruptcy not discharged), check fraud, embezzlement, welfare fraud)

Repossession: excluding voluntary repossessions within the past thirty-six months except when part of a bankruptcy, divorce or legal separation

Tax Liens within the past 24 months

### Rental History: Evictions/Prior Landlords/ Unlawful Detainers

- 1. No negative Unlawful Detainer Report indicating repeated failure to meet financial obligations in past tenant history.
- 2. No eviction for cause within the past 24 months.
- 3. No unpaid balance due a current or prior landlord within the past 24 months.
- 4. References from applicant's current and previous landlords for a period of twenty-four months will be reviewed.
- 5. All applicants must have positive prior landlord references indicating ability to care for the property and pay rent on time, as well as the ability to peacefully cohabitate with other residents.
- 6. Demonstrated ability and willingness to keep lease agreements, obtained from prior landlords, personal and credit references.
- 7. A landlord reference check of an applicant's rental history for the past 24 months is conducted to determine the following:
  - a) Demonstrated ability to pay rent on time and in full;
  - b) Demonstrated ability to live peacefully with others
  - c) Followed the rules and regulations of rental companies;
  - d) Kept rental unit in a manner which did not create an unsafe or unhealthy environment or pose a health danger to other residents;
  - e) Kept rental unit undamaged;
  - f) No history of receiving notices for lease violations;
  - g) Gave sufficient notice of intent to vacate;
  - h) No noise complaints;
  - i) No disturbances or illegal activities, as permitted under the City of San Francisco Fair Chance Ordinance;
  - j) No unpaid Non-Sufficient Funds (NSF) checks;
  - k) No unauthorized household members
  - 1) No blatant disrespectful, disruptive or antisocial behavior toward the management or staff, the property, or other applicants/residents
  - m) No convictions for the manufacture or distribution of controlled substances
  - n) No destruction or theft of property
  - o) No acts that threaten the health, safety or welfare of other residents

Criminal screening will be processed in accordance with Article 49 of the San Francisco Fair Chance Ordinance. Adverse criminal reports obtained from the screening process are reviewed by the Legal/Screening Team for approval or denial. An individualized assessment will be done for applicants with criminal convictions and mitigating information, including, but not limited to, the nature and severity of the offense, age of applicant when offense occurred, amount of time that has passed, rehabilitation efforts, etc., will be considered.

OCCUPANCY GUIDELINES: The following number of occupants is permitted in each unit type for market and below market rent (BMR) apartments:

Unit TypeBMR MinimumBMR MaximumStudio1 Person2 PersonsOne Bedroom1 Person3 PersonsTwo Bedrooms2 Persons5 Persons

### ECONOMIC CRITERIA - Minimum Income Required (Rent is Resident-Paid Portion Only):

BMR Rate Apartment: 2.0 times monthly rent Guarantor: 5.0 times monthly rent

Applicants who have little or no income can satisfy the economic criteria standard by proving that they possess liquid assets (cash or cash equivalents) equal to two years of the rental obligation.

**PREPAYMENT OF RENT:** BMR applicants who do not meet the income, credit, or rental history criteria standard may choose to prepay rent for 12 months instead of obtaining a guarantor or surety bond. At the end of the pre-payment period, the BMR resident must either reapply to meet the income, credit, or rental history criteria standard or enter into another pre-payment agreement.

# Maximum Income for Below Market Rent (BMR) Applicants:

Annual household income must be verified to be at or below the maximum guideline based upon the current area median income (AMI) for the county or metropolitan statistical area published by the San Francisco Mayor's Office of Housing and Community Development.

**PETS:** A maximum of two pets are permitted on the premises (50 pound weight limit for dogs). Only dogs and cats are allowed as pets. The execution of a Pet Addendum, payment of a \$500 pet deposit per pet and \$75 monthly pet rent per pet are required. Any pet must be licensed in accordance with any applicable state or local laws or regulations. All pets must be spayed or neutered. A statement from a veterinarian must be provided. The pet(s) must have current inoculations and applicant/resident shall submit records of inoculation upon request. Our pet-friendly apartment communities welcomes most breeds of domesticated dogs and cats; however, it is within Landlord's sole discretion whether to limit the size and breed of dogs and cats allowed at Landlord's communities as pets. The following breeds of dogs and dogs that have any of the breed lineages are not permitted as pets: Akita, American Bulldog, Cane Corso, Chow Chow, Doberman Pinscher, Dogo Argentino, German Shepherd, Husky, Malamute, Mastiff, Pit Bull (including but not limited to Staffordshire Bull Terrier and American Staffordshire Terrier), Presa Canario, Rottweiler, and Wolf hybrid. The above list is not exhaustive. Landlord reserves the right to modify this list as it deems necessary. Breed type of a mixed breed dog is at times difficult to identify; therefore, it is within Landlord's sole discretion as to whether a dog is a member of a restricted breed. At Landlord's discretion, Resident may be required to have a licensed veterinarian verify their animal's weight and breed.

COMPANION/SERVICE ANIMALS: Companion and service animals are welcome with proper documentation at no additional cost.

**RENTERS INSURANCE:** Renters insurance to protect against liability, property damage, fire and casualty losses is required and will be provided by the Landlord.

**ADDITIONAL BELOW MARKET RENT (BMR) REQUIREMENTS:** Applicants must be approved as income and program eligible by the San Francisco Mayor's Office of Housing and Community Development (MOHCD) and meet the resident selection criteria. The certification process includes completion of required program documents and verification of household composition and income and assets to determine if the household's anticipated income is at or below the applicable income limit. Annual recertification is required for all households.

APPEALS PROCESS: If an applicant household is disqualified and believes that the decision was reached in error, an appeal of the decision may be made within five (5) calendar days of the date of the disqualification letter. Appeal requests must be made in writing and must clearly state the basis for the applicant's belief that the Landlord made an error in disqualifying the application. MOHCD will work to respond to the appeal for reconsideration within five (5) business days from the date of receipt of the appeal request. Landlord will hold one appropriately sized BMR Rental Unit for the disqualified household during the five (5) business day appeal period or until a decision is made; however, Landlord is not required to hold the household's preferred BMR Rental Unit. Once MOHCD makes a decision on an appeal request, the decision is final.

Signature:<<<u>ST\_SA01>></u> Date:<<u><ST\_DSA01>></u> <<Propname>>