

## Resident Selection Criteria

Welcome to our community. Before you apply to lease an apartment, please take the time to review the following summary of our resident selection criteria. To qualify to lease an apartment from us, you will need to meet the requirements set forth in this document. Please be advised that this document is not intended as a complete statement of our leasing criteria or policies, and that nothing contained in this document shall constitute a guarantee or representation by us that all residents and occupants currently residing in the community have met these standards. Submission of a lease application does not guarantee that you will be offered an apartment. If you have any questions about our policies or the information contained in this document, please contact one of our management team representatives.

**NOTE:** Please review the entire document. Certain provisions of this Resident Selection Criteria document are superseded by jurisdiction-specific requirements, which are listed at the end of this document.

### Fair Housing Policy Statement

At each of our properties we follow all federal, state and local fair housing laws applicable at each such property. Applicants for apartments in communities managed by Windsor Property Management Company ("Windsor") are accepted on a first come, first serve basis and acceptance is subject to the availability of the particular apartment type requested.

#### 1. Lease Application

A lease application will not be considered complete until a separate application from each occupant who is 18 years or older (or an emancipated minor) has been fully completed, signed, and delivered to us and any applicable fee(s) and/or deposit(s) have been paid. The lease application must be filled out completely, truthfully, and accurately. We have no obligation to process an incomplete application. For the purposes of this resident selection criteria, an application will not be considered complete until all requested information to determine eligibility for rental has been submitted. Any false or misleading statement or material omission made on your lease application, whether or not discovered before you move into an apartment, is grounds for denial of your lease application or termination of an existing tenancy (if the misstatement/omission is discovered after a lease has been executed). We will reject your application if the number of occupants (including minors) exceeds two per bedroom plus one (i.e. if the number of occupants exceed three for a 1BR, five for a 2BR, etc.)

Applicants	Conditions/Guidelines
<b>Adults</b>	Each applicant 18 years of age and older or emancipated minor (even if not living in the apartment full time) must complete an application.
<b>Minor Occupants</b>	Do not need to fill out an application, but must be listed as occupants on the application and lease.
<b>Guarantors</b>	Must complete an application and are subject to qualification.

#### 2. Application, Administrative and/or Holding Fees & Deposits

**CA, GA, MD, NC, NJ, NY, TX, VA, WA and Washington, D.C.**

Each applicant is required to submit an application fee (in an amount no more than permitted by law) to cover the costs of screening the applicant's credit and processing the application. If we collect an application fee in



connection with your application, it will not be refunded unless the law so-requires. If we collect any deposit or fee other than a non-refundable application fee, we will refund such deposit or fee(s), only if: (1) we reject applicant's application; or (2) applicant is on a waitlist and cancels the application; or (3) applicable law requires us to otherwise refund such fee or deposit.

### **California**

Your non-refundable application screening fee is \$50, which is comprised of our cost to (i) obtain a credit report, eviction search and/or screening reports: \$35, and (ii) process your information and application (staff time/labor): \$15. You will receive confirmation of payment of your non-refundable application screening fee (which, together with your copy of this Resident Selection Criteria, will serve as a receipt for your non-refundable application screening fee), via email to the address you have provided us, however you may specifically request to receive a copy in person or by mail.

### **Florida**

Each applicant is required to submit an application fee (in an amount no more than permitted by law) to cover the costs of screening the applicant's credit and processing the application which will not be refunded unless the law so-requires. You will also be charged an application deposit (in an amount no more than permitted by law) which will be refunded only if we reject your application or if applicable law requires us to otherwise refund such fee or deposit.

### **Colorado**

Each applicant is required to submit an application fee in the amount of \$18.00 to cover the costs of screening the applicant's credit and processing the application. Application fees are non-refundable except to the extent the law may provide otherwise. If we collect any deposit or fee other than a non-refundable application fee, we will refund such deposit or fee(s), only if: (1) we reject applicant's application; or (2) applicant is on a waitlist and cancels the application; or (3) applicable law requires us to otherwise refund such fee or deposit.

In consideration for us temporarily ceasing marketing activities with respect to the apartment unit you have chosen to apply to rent, you agree to pay a holding fee in the amount of \$208.00 at the time you submit an application. The holding fee is not a security deposit and is calculated by multiplying the lowest average daily market rent for the unit type by 3 days. The holding fee must be submitted as one payment and is non-refundable unless your application is not approved or you notify us in writing within 72 hours after submission of your lease application that you wish to cancel your application. If your application is not approved or you properly notify us of your desire to cancel your lease application then the holding fee will be refunded to you within 5 business days if you paid via credit card or within 10 business days if you paid with a check. In the event that you attempt to cancel your application after the expiration of the 72 hour period, the holding fee will not be refunded to you. If your application is approved and you 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. Additionally, the apartment unit you have chosen will be returned to our available list and marketing activities will resume. Once you have signed a lease, the holding fee will be applied to your move in costs.

### **Illinois**

Each applicant is required to submit an application fee to cover the costs of screening the applicant's credit. Additionally, a one-time nonrefundable administrative fee is due per apartment at the time you submit an



application. The administrative fee covers the costs associated with processing the application and holding the apartment you have chosen to apply to rent. If we collect any deposit or fee other than a non-refundable application fee, we will refund such deposit or fee(s), only if: (1) we reject applicant's application; or (2) applicant is on a waitlist and cancels the application; or (3) applicable law requires us to otherwise refund such fee or deposit.

### **Massachusetts**

No application fee is charged, however, in accordance with 930 CMR 3.17(6)(c), the holding/first-month rent that we collect at the time of your application will be non-refundable and retained as liquidated damages by us following the earlier of (i) seventy-two (72) hours after you have submitted the completed application and said deposit, and (ii) we notify you that we have accepted your application. Your deposit will be returned/refunded if your application is denied.

### **Oregon**

Each applicant is required to submit an application fee in the amount of \$40.00 to cover the costs of screening the applicant's credit and processing the application. Application fees are non-refundable, except to the extent the law may provide otherwise. We refund the fees and deposits an applicant paid, other than the application fee, only if: (1) we reject applicant's application; or (2) applicant is on a waitlist and cancels the application. If the application is approved with or without conditions, including an extra deposit or co-signer, and applicant fails to sign a lease, then the entire holding deposit will be forfeited as liquidated damages. Unless the law requires, we do not refund fees and deposits an applicant makes with the application under any other circumstances. This document shall serve as the receipt for the application fee and holding deposit.

### **Washington, D.C.**

No application fee shall exceed \$50.00. If we fail to conduct a screening for any reason, the application fee shall be refunded to the applicant within a reasonable time, not to exceed 14 days. Security deposits will not exceed one (1) month's rent as defined by the Lease.

## **3. Positive Identification**

All applicants are required to verify their identity using our 3<sup>rd</sup> party authentication platform. Valid government-issued photo IDs are verified against applicant biometrics.

**Portland, Oregon and Redmond, WA Only:** Any of the following items, or a combination thereof, will be accepted to verify the name, date of birth and photo of the applicant, which identification may be subject to 3<sup>rd</sup> party authentication:

- a. Evidence of Social Security Number (SSN Card)
- b. Valid Permanent Resident Card
- c. Immigration Visa
- d. Individual Taxpayer Identification Number (ITIN)
- e. Non-Immigrant Visa
- f. Any government-issued identification regardless of expiration date
- g. Any non-governmental identification or combination of identification that would permit a reasonable verification of identity.

## **4. Credit, Lease and Mortgage Payment History**



You must be able to demonstrate financial responsibility. In that regard, you must have a credit history that is acceptable to us. We will obtain a credit report from a third-party credit reporting agency for each applicant. Your credit history (or lack thereof) will affect your eligibility to lease an apartment from us, as well as the amount of the security deposit and/or rent premium that we will require as a condition of leasing an apartment to you. Events in your credit history that may have a negative influence include, but are not limited to: bankruptcies, collections, charge-offs, repossessions, outstanding rent or mortgage balance, late rent or mortgage payments, returned payments, and current or recent delinquencies. Windsor does not accept portable tenant screening reports.

**CA Only:** Applicants with a government rent subsidy have the option, at the applicant's discretion, of providing lawful, verifiable alternative evidence of the applicant's reasonable ability to pay the portion of the rent to be paid by the tenant, including, but not limited to, government benefit payments, pay records, and bank statements. If an eligible applicant elects to submit such alternative evidence, we will consider that alternative evidence in lieu of the applicant's credit history, in accordance with California Government Code Section 12955.

**CO Only:**

**A.** If you are receiving a housing subsidy as defined by C.R.S. § 38-12-902(1.7), then we will not obtain your credit history (or lack thereof) nor your payment history.

**B. Portable Tenant Screening Reports ("PTSR"):** 1) Each Applicant has the right to provide us with a PTSR that is not more than 30 days old, as defined in § 38-12-902(2.5), Colorado Revised Statutes; and 2) if you provide us with a PTSR, we are prohibited from: a) charging you a rental application fee; or b) charging you a fee to access or use the PTSR.

If you provide us with a PTSR: a) the PTSR must be available to us by a consumer reporting agency/third-party website that regularly engages in the business of providing consumer reports; 2) the PTSR must comply with all state and federal laws pertaining to use and disclosure of information contained in a consumer report by a consumer reporting agency; and c) Applicant certifies that there has not been a material change in the information in the PTSR, including the Applicant's name, address, bankruptcy status, criminal history, or eviction history, since the PTSR was generated.

We will not consider your credit history or lack thereof, if you are receiving a housing subsidy as defined by C.R.S. § 38-12-902(1.7).

If you are receiving a housing subsidy as defined by C.R.S. § 38-12-902(1.7), then we will not obtain your credit history (or lack thereof) nor your payment history.

**MA Only:** Security deposit shall never exceed the limitations set by MGL c. 186, § 15.

**NY Only:** We accept from each applicant a Portable Tenant Screening Report that is not more than 30 days old.

**OR Only:** Rental history reflecting any past due and unpaid balances to a landlord may result in denial of the application except for unpaid rent, including rent reflected in judgments or referrals of debt to a



collection agency, that accrued: (1) on or after April 1, 2020, and before March 1, 2022 or (2) otherwise arose five or more years before the applicant submits their application.

**VA Only:** Windsor considers evidence of an applicant's status as a victim of family abuse (as defined in VA Code 16.1-228) to mitigate any adverse effect of an otherwise qualified applicant's low credit score. In order to establish the status as a victim of family abuse, you may submit to us (i) a letter from a sexual and domestic violence program, a housing counselor certified by the U.S. Department of Housing and Urban Development, or an attorney representing you; (ii) a law-enforcement incident report; or (iii) a court order.

**Washington, D.C. Only:** No application will receive an adverse action solely based upon an applicant's credit score or lack thereof, although information within a credit or consumer report directly relevant to the fitness as a tenant can be relied upon by us. Prior actions against the applicant to recover possession of rental units will not result in adverse action if (1) they did not result in judgment for possession, or (2) were filed more than three (3) years ago. Prior breach of lease allegations against the applicant will not be considered if they stemmed from an incident that the applicant demonstrates was related to their status as a victim of domestic violence, dating violence, stalking, or sexual assault.

## 5. Ability to Pay Rent

We will request information regarding your income and assets to determine your ability to pay the rent. The income of all applicants proposing to reside in an apartment will be aggregated (combined). Applicants must have a combined annual gross income of at least 36 times the monthly rent for the apartment and/or liquid assets totaling at least 72 times the monthly rent for the apartment. Insufficient annual income may be supplemented by sufficient liquid assets to qualify.

**Colorado Only:** Applicants must have a combined annual gross income of at least 24 times the monthly rent for the apartment and/or liquid assets totaling at least 48 times the monthly rent for the apartment. Annual income and liquid assets can be combined to qualify.

**Portland, OR Only:** Applicants must have a combined annual gross income of at least 24 times the monthly rent for the apartment and/or liquid assets totaling at least 48 times the monthly rent for the apartment. Annual income and liquid assets can be combined to qualify.

**Washington, D.C. Only:** This requirement does not apply to applicants with income-based federal or city subsidies.

## 6. Guarantors

If you do not meet our financial requirements, you may be eligible to lease an apartment if a qualified third party is willing to guarantee the lease. We permit one guarantor per apartment. Any proposed guarantor that is a person shall be required to complete a lease application in the required timeframe, pay the same application fee (if any) required of market rate apartment applicants at the property, have a credit history that is verifiable and acceptable to us, have an annual gross income of at least 60 times the monthly rent, reside in the United States and meet all other qualifying criteria identified in this selection policy. Approval of a guarantor does not relieve an applicant of our security deposit requirements and/or other fee and deposit requirements (as applicable).



**Portland, OR Only:** If the proposed guarantor is a friend or family member of applicant, the annual gross income requirement for such proposed guarantor shall be 36 times the monthly rent.

#### **7. Income Verification**

At certain properties, we require applicants to submit income and asset documents for verification. We may require up to three months of any or all of the following to be submitted to our 3<sup>rd</sup> party document verification provider in their original form: (i) bank statements/investment accounts, and/or (ii) if and where applicable, pay stubs or other income.

#### **8. Public Assistance Recipients**

If one or more applicant(s) is a recipient of public assistance or similar subsidy which we accept in accordance with applicable law and/or policy, our financial and income standards in assessing eligibility to lease an apartment are based on the portion of rent to be paid by the tenant(s), subject to the rules and regulations of the particular subsidy the tenant(s) receives.

#### **9. Affordable Housing Program**

If you are applying to lease an apartment that is part of an "affordable housing program" (i.e. an apartment which is offered to qualified applicants for less than comparable market-rate apartments), additional and/or different requirements may apply. Please contact the leasing office for further information regarding any such units in our community and the requirements for those units.

#### **10. Lease**

A copy of our lease and any applicable addenda are available upon request before you submit a lease application.

**Portland, OR Only:** Additionally, a copy of the City of Portland Housing Bureau's Statement of Applicant Rights and Responsibilities Notice has been provided to you along with this Residential Selection Criteria.

**VA Only:** Additionally, a copy of the Tenant's Rights and Responsibilities has been provided to you along with this Resident Selection Criteria.

#### **11. Notice to or from Co-Applicants**

Any notice that we give you or your co-applicant(s) is considered notice to all co-applicants and any notice from you or your co-applicant(s) is considered notice from all co-applicants.

#### **12. Adverse Action**

An applicant who is denied based on their criminal background or information in a consumer report will be given an adverse action notice in accordance with the Fair Credit Reporting Act, 15 U.S.C. section 1681 et seq. The denial letter will notify the applicant of his/her rights, including obtaining a free copy of the tenant screening report and initiating a dispute of any information in a tenant screening report that applicant believes is inaccurate or incomplete.

**Oakland, CA, WA & Portland, OR Only:** An applicant who is denied based on credit will be given an adverse action notice in accordance with the Fair Credit Reporting Act, 15 U.S.C. section 1681 et seq. The denial letter will notify the applicant of his/her rights, including obtaining a free copy of the tenant



screening report and initiating a dispute of any information in a tenant screening report that applicant believes is inaccurate or incomplete.

**CO Only:** An applicant who is denied will electronically receive a written notice of the denial from us within 20 days that states the reasons for the denial. If we obtained a consumer report relating to the denied applicant, we will also provide a copy of the consumer report and an advisement of the applicant's right to dispute the accuracy of the consumer report with the consumer reporting agency. If we cannot state the specific screening criteria in the written denial notice because of the use of a proprietary screening system, we will instead provide the applicant with a copy of the report from the screening company that uses the proprietary screening system, with only the proprietary information redacted.

**MA Only:** An applicant who is denied based on credit or criminal background will be given an adverse action notice in accordance with the Fair Credit Reporting Act, 15 U.S.C. section 1681 et seq. The denial letter will notify the applicant of his/her rights, including obtaining a free copy of the tenant screening report and initiating a dispute of any information in a tenant screening report that applicant believes is inaccurate or incomplete. If your application is denied, the holding/first month rent deposit will be refunded to you in reasonable due course.

**Montgomery County, MD Only:** An applicant who is denied based on criminal background will be given a Notice of Intent to Withdraw the Conditional Offer with a copy of the report used to reach our decision. The notice will also notify the applicant of his/her rights relative to the denial based on criminal background history.

**NJ Only:** An applicant who is denied based on credit or criminal background will be given an adverse action notice in accordance with the Fair Credit Reporting Act, 15 U.S.C. section 1681 et seq. The denial letter will notify the applicant of his/her rights, including obtaining a free copy of the tenant screening report and initiating a dispute of any information in a tenant screening report that applicant believes is inaccurate or incomplete. The Model Notice of Withdrawal of Conditional Offer will also be served to the applicant if denial is based on an unacceptable criminal background history. Such notice will also notify the applicant of his/her rights relative to the denial based on criminal background history.

**Washington, D.C. Only:** An applicant who receives an adverse action shall be provided written notice of the adverse action no later than the time period allotted for response to the application by management. This correspondence shall include (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 our use of any information upon which we relied in making the 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 we have violated District of Columbia tenant-screening laws. Upon receipt of the adverse action correspondence, the applicant may provide to any evidence that information relied upon in making the adverse determination was inaccurate or incorrectly attributed to the applicant or based upon criteria prohibited by District of Columbia law.

### 13. Authorization to Verify Information

By submitting an application to lease, you authorize us to verify the information that you provide through any means, subject to applicable laws. In this regard, you consent to allow the owner, its agents and employees to





obtain your credit information, payment history, occupancy history and/or criminal history and income verification for any legitimate purpose associated with your application or tenancy under a lease including but not limited to the purposes of: (a) verifying your information; (b) evaluating your qualifications for residency; (c) determining, after you have entered into a lease, whether you continue to meet our residency qualifications; and/or (d) taking collection action against you. You further consent that the owner, its agents and employees may give credit reporting agencies (and/or any other agent for the Owner who is charged with verifying information) any of the following: (i) your lease application and other information that you have provided or we have obtained in the application process; (ii) information about the performance of your obligations under any lease you have entered into; (iii) information regarding collection actions against you; and (iv) sufficient identification information that we deem necessary to identify you to any such reporting agencies. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit agency if you fail to fulfill the terms of your credit obligations.

#### **14. Executive Order**

The United States government prohibits us from doing business with certain persons and entities who commit, threaten to commit or support terrorism. These persons and entities are on a list regulated by the Department of the Treasury and Office of Foreign Asset Control ("OFAC"). If you are on this list, then you do not qualify to lease an apartment from us.

#### **15. Electronic Signatures**

You agree that signatures (by you or us) transmitted by facsimile, e-mail or any other electronic imaging means on this resident selection criteria, your lease application, any lease you may sign (including any lease addenda or attachments), and any lease guaranty shall have the same force and effect as the original signature. You and your guarantor, if any, may request a physical (paper) copy from us of any document that you or your guarantor have signed at the time the document is signed or at any time during a lease term.

#### **16. Criminal Conviction Screening Policy**

Subject to the local provisions set forth below and/or any other applicable law, a criminal background check will be conducted for each applicant and occupant 18 years of age or older, and prior convictions (including pleas for sufficient facts/guilty determinations) will be considered in determining the applicant's suitability to rent, subject to, and in accordance with, all applicable federal, state and local laws.

In assessing the suitability to rent to an individual with prior criminal convictions, we will carefully consider relevant factors in making our determination, including mitigating factors which an applicant provides to us for consideration. We will implement this policy in a uniform and unbiased way for all housing applicants to a particular community, treating all applicants to such community equally.

Please remember that our criminal conviction screening policy does not constitute a guarantee or representation that all applicants or occupants currently residing in our communities have not been convicted of any criminal offenses. Additionally, our ability to verify information on criminal background is limited to the information made available to us by the reporting services used.

#### **Oakland, CA**

In accordance with applicable local law, we do not perform a criminal background check.

CO





In accordance with Colorado law, we will not consider any arrests or accusations of criminal activity that did not result in conviction. We will deny applicants with a conviction or deferred adjudication, regardless of the date, for: (a) homicide/manslaughter; (b) manufacturing or distribution of a controlled substance; (c) felony sex offenses; or (d) stalking. We will deny applicants registered or under consideration for any type of sex offender registry. We will consider criminal felony and/or misdemeanor convictions within five years of the date of the application if the conviction or pending charge is for conduct that is: (a) a drug-related crime; (b) a person crime; (c) a sex offense; (d) a crime involving financial fraud, including identity theft and forgery; or (e) any other crime if the conduct for which the applicant was convicted or charged is of a nature that would adversely affect: (i) property of the landlord or a tenant; or (ii) the health, safety or right to peaceful enjoyment of the premises of residents, the landlord or the landlord's agent.

#### **IL (Cook County Only)**

1. We will consider your application in compliance with Section 42-38 of the Cook County Code (the "Ordinance") and the Commission on Human Rights' Just Housing Amendment Interpretative Rules (the "Rules"). With regard to your criminal history, we will only consider convictions that occurred within 3 years prior to the date of your application and whether you are on a sex offender registry or subject to a sex offender residency restriction. We will not consider any information related to criminal convictions that are more than three (3) years old or any covered criminal history as defined in Section 42-38(a) of the Ordinance.

2. During the screening process, you will have the opportunity to provide evidence demonstrating any inaccuracies in your conviction history, or evidence of rehabilitation and other mitigating factors as described in Section 740.110 of the Rules.

3. You may find more information on the Ordinance and the Rules at the Cook County Commission on Human Rights, 69 W. Washington Street, Suite 3040, Chicago, IL 60602, 312-603-1100, <https://www.cookcountyil.gov/agency/commission-human-rights-0> or <https://www.cookcountyil.gov/content/notice-amendment-ss-42-38-housing-cook-county-human-rights-code-related-criminal-convictions>

4. In accordance with Section 730.110 of the Rules, only after satisfactory review of credit score/history, leasing or mortgage payment history and ability to pay rent as outlined in the criteria above, will we review an Applicant's criminal background.

#### **MD (Montgomery County Only)**

All applicants who qualify for residency after review of credit score/history, leasing or mortgage payment history and ability to pay rent as outlined above will be extended a Conditional Offer; only after we make such Conditional Offer, a criminal background check will be conducted for each applicant and occupant 18 years of age or older.

In accordance with Montgomery County law, we will not consider any arrests or accusations of criminal activity that did not result in conviction. We will not consider convictions for misdemeanor crimes for which the date of conviction or end of incarceration occurred more than two years prior to the date of the application. We will not consider convictions for any of the crimes listed in the Housing Justice Act, matters for which the records are confidential, or matters that have been expunged.

If we choose to withdraw the Conditional Offer based upon the results of a criminal background check, we will notify the applicant, in writing, of our decision and provide you with a copy of the report upon which we based



our decision. You will have seven days from the date of notice to rebut or otherwise provide evidence demonstrating inaccuracies within the criminal record. If no supplemental information is received or if we determine that the supplemental information is insufficient to reverse our decision, the Conditional Offer will be rescinded.

## **NJ**

New Jersey Fair Chance in Housing Act Disclosure - New Jersey's Fair Chance in Housing Act, N.J.S.A. 46:8-52 to 64 (FCHA), regulates a housing provider's ability to consider an applicant. Below is an overview of the law:

- Before making a conditional offer of housing, Windsor, as agent for the owner, may consider only whether an applicant has a conviction for the manufacture or production of methamphetamine on the premises of federally assisted housing, or whether an applicant has a lifetime registration requirement under a State sex offender registration program in the context of a criminal background inquiry.
- After extending a conditional offer of housing, Windsor intends to review and consider any criminal conviction in the applicant's record within the allowable lookback periods in a manner consistent with the FCHA and its accompanying rules.
- Windsor will not consider, or request from an applicant or any other person or entity, any other information about an applicant's criminal history as part of the application process until and unless a conditional offer of housing has been made. If you receive a conditional offer of housing, you must provide certain information to Windsor relative to any convictions that are within an allowable lookback period of the FCHA so Windsor can conduct an individualized assessment of any reviewable conviction as required by the FCHA. Such information includes your age at the time of the crime and whether the crime occurred on a leased or rented premises, along with other mitigating factors.
- If your application is denied as a result of your criminal background history pursuant to FCHA and you are served with a notice of withdrawal of a conditional offer of housing you may request a copy of all information upon which we relied in reaching our decision, including specific criminal records. We will provide such information free of charge within ten (10) days after receipt of your timely appeal.

Windsor may only consider, after the issuance of a conditional offer, the following criminal records that:

- Resulted in a conviction for murder, aggravated sexual assault, kidnapping, arson, human trafficking, sexual assault, endangering the welfare of a child in violation of N.J.S.2C:244(b)(3); or
- Resulted in a conviction for any crime that resulted lifetime registration in a state sex offender registry; or
- Resulted in a conviction for a first (1st) degree indictable offense that was issued or resulted in a prison sentence that concluded within the past six (6) years;
- Resulted in a conviction for any second (2nd) or third (3rd) degree indictable offense that was issued or resulted in a prison sentence that concluded within the past four (4) years;
- Resulted in a conviction for any fourth (4th) degree indictable offense that was issued or resulted in a prison sentence that concluded within the past one (1) year; or
- Federal or out-of-state equivalents of the forgoing offenses as permitted by NJ law.

## **NY**

A criminal background check will be conducted only after providing you with a Fair Chance Housing Notice and making you a conditional offer of housing. Only the following categories of convictions will be considered:

- Convictions that require registration on a sex offense registry at the time of the background check;
- Felony convictions from the last 5 years, except those below; or
- Misdemeanor convictions from the last 3 years, except those below.



**Note:** The 3 or 5 years are measured from the actual date of release OR the sentencing date (if the sentence does not include jail or prison time), regardless of probation or parole status.

In NY, Windsor will not consider arrests, pending cases, or:

- Convictions that were sealed, expunged, are under an executive pardon or certificate of relief from disabilities, or legally nullified or vacated;
- Convictions for violations, which are non-criminal offenses such as disorderly conduct;
- Convictions under federal law or another state's law for conduct related to reproductive or gender affirming care that is lawful in New York State;
- Convictions under federal law or another state's law for cannabis possession that does not constitute a felony in New York State;
- Adjournments in Contemplation of Dismissal (ACDs);
- Adjudications as a youthful offender or for juvenile delinquency;
- Terminations in favor of an individual, including but not limited to, acquittals, reversals upon appeal, and exonerations); or
- Dispositions of criminal matters under federal law or another state's law that are comparable to those listed here.

Prior to revoking a housing offer, you will be given a copy of all criminal history information Windsor received and/or reviewed. After providing such information, you will be given at least five business days to respond (only if you wish) by (i) pointing out errors in the conviction history, (ii) identifying any information that should not have been considered (any information outside the lawfully reviewable convictions), (iii) sharing information on your background, personal and professional references, and/or any information that supports your application.

Windsor will conduct an individualized assessment of any reviewable conviction and any additional information that you choose to submit.

Should Windsor revoke your offer of housing we will provide you with a written statement that explains (i) our decision to revoke based on your conviction history AND the link to a legitimate business interest, and (ii) how your individual information and circumstances were taken into account.

## **OR**

A criminal background check will be conducted for each applicant and occupant 18 years of age or older. In assessing the suitability to rent of an individual with prior criminal convictions, we will carefully consider relevant factors in making our determination, including mitigating factors which you bring to our attention at the time of your application. We will implement this policy in a uniform and unbiased way for all housing applicants, treating all applicants equally. We will consider criminal felony and/or misdemeanor conviction and charging history if the conviction or pending charge is for conduct that is: (a) a drug-related crime; (b) a person crime; (c) a sex offense; (d) a crime involving financial fraud, including identity theft and forgery; or (e) any other crime if the conduct for which the applicant was convicted or charged is of a nature that would adversely affect: (i) property of the landlord or a tenant; or (ii) the health, safety or right to peaceful enjoyment of the premises of residents, the landlord or the landlord's agent.

## **TX**

An applicant who is tentatively denied based upon criminal background will be given a denial letter that notifies applicant that applicant may, within 10 business days, submit documentation or statements that mitigate or



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explain the conviction that is the basis for the denial, provide evidence of rehabilitation, or to dispute the accuracy of the information. The letter will notify the applicant that if no documentation is received within the ten-day period, then the tentative denial will automatically become definite.

### **Seattle, WA**

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 the Seattle Municipal Code, 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 screening criteria we use in Seattle is the National Sex Offender Record. Applicants may provide supplemental information related to Applicant's rehabilitation, good conduct, and facts or explanations regarding their registry information.

### **VA**

All applicants who qualify for residency after review of credit score/history, leasing or mortgage payment history and ability to pay rent as outlined above will be extended a Conditional Offer; only after we make such Conditional Offer, a limited criminal background check will be conducted for each applicant and occupant 18 years of age or older.

The limited criminal background screening will only consider:

- Felony criminal convictions related to the following categories of offenses: (1) property offenses, (2) major drug offenses, (3) fraud offenses, (4) major violent offenses against persons, and (5) sex offenses. Any other category of offense will not be considered. These categories were identified because they involve conduct by a person whose tenancy may present a current direct threat of harm to others or the risk of substantial damage to the property of others.
- Felony criminal convictions in the above listed categories where the conviction occurred within the last five years.

The property's limited criminal background screening will not consider arrests, charges, expunged convictions, convictions reversed on appeal, vacated convictions, offenses where adjudication was withheld or deferred, pardoned convictions, and sealed juvenile records. It will not treat people differently based on whether the applicant is on probation or parole.

### **Washington, D.C.**

All applicants who qualify for residency after review of credit score/history, leasing or mortgage payment history and ability to pay rent as outlined above will be extended a Conditional Offer; only after we make such Conditional Offer, a criminal background check will be conducted for each applicant and occupant 18 years of age or older for any criminal conviction history for offenses that occurred within the past 7 years or less listed in the Fair Criminal Record Screening for Housing Act of 2016.

The applicant may provide evidence demonstrating inaccuracies within the applicant's criminal record, evidence of rehabilitation, or other mitigating factors. This means you have the right to provide, among other things, evidence of errors in your criminal background report, evidence of your good conduct since the conviction or pending accusation occurred, or other information you would like a housing provider to use when evaluating



your criminal background. We will implement this policy in a uniform and unbiased way for all housing applicants, treating all applicants equally.

**17. If You Fail to Sign Lease Contract After Approval.** Unless we authorize a delay in writing, you and all co-applicants must sign the Lease Contract within 3 days after we give you our approval in person or by telephone or within 5 days after we mail you our approval, provided, however, if such deadline falls on a Saturday, Sunday or a state or federal holiday, the deadline will be extended to the end of the next business day that is not a Saturday, Sunday, or a state or federal holiday. If you or any co-applicant fails to sign as required, we may rescind acceptance of your application and we shall keep any deposit or fee you have provided as liquidated damages, to the extent permitted by law.

**CA Only:** You will be obligated to pay us a charge of 1/30th of the monthly rental values of the premises from the time the unit was withheld from the market if you fail to sign the Lease Contract after its approval. The amount will begin to be charged on the date this agreement is signed, and will end on (x) the date we put the unit back on the market ( ) the date a replacement tenant begins payment rent for premises reserved for you. We will keep this amount from the holding deposit to satisfy this amount.

**CO Only:** If you or any co-applicant fails to sign as required, we may keep the holding fee as liquidated damages, and terminate all further obligations under the Agreement.

**MA Only:** If you or any co-applicant fails to sign as required, we may keep the first month's rent deposit as the agreed upon liquidated damages pursuant to 940 CMR 3.17(6)(c), and terminate all further obligations under this Agreement.

**MD Only:** If you or any co-applicant fails to sign a lease as required by this application, we will consider your application withdrawn. We will return your application deposit within fifteen (15) days of the date you were to have signed the lease after receiving notice of approval. Your failure to sign a lease after notification of approval will terminate all further obligations of either party under this Agreement.

**OR Only:** Unless we authorize in writing, you and all co-applicants must sign the Rental Agreement or an Agreement to Execute a Rental Agreement within 3 days after we give you notification of our approval of your Application. Notification of approval may be given, without limitation, in person, by telephone, by fax, by text, by e-mail, or by mail. If you or any co-applicant fail to sign as required, we may retain any deposit given pursuant to an Agreement to Execute Rental Agreement in accordance with its terms, and terminate all further obligations under this Application Agreement. In such event, we will process the next application.

**TX Only:** If you or any co-applicant fails to sign as required, your Application will be deemed withdrawn, and we may keep the application deposit as liquidated damages, and terminate all further obligations under this Agreement.

**VA Only:** If you or any co-applicant fails to sign as required, we will terminate all further obligation under this Agreement, and any application deposits will be refunded in accordance with Virginia Code 55.1-1203, as amended.

**Washington, D.C. Only:** Unless you participate in the Housing Choice Voucher Program or a similar program whose requirements prevent compliance with this provision or we authorize in writing, you



and all co-applicants must sign the Lease Contract within 3 days after we give you our approval in person or by telephone or within 5 days after we mail you our approval. If you or any co-applicant fails to sign as required, we may keep the holding fee as liquidated damages, and terminate all further obligations under the Agreement.

#### **18. Exemption from Rent Control (NJ Only)**

The apartments in all the properties located in the state of New Jersey are exempt from any municipal rent control or rent leveling ordinance for such time as may remain in each property's respective exemption period pursuant to N.J.S.A. 2A:42-84.1, et seq., except Windsor at Liberty House, which is exempt from municipal rent control or rent leveling ordinance pursuant to N.J.S.A. 40A:12A-1. If you are considering executing a lease at any of the New Jersey properties, you acknowledge receipt of this notice of exemption from rent control from the landlord prior to executing a lease for any unit in any property we manage that is located in New Jersey.

#### **19. Acknowledgement**

If you do not meet our selection criteria, or if you provide inaccurate or incomplete information, your application may be rejected. This Resident Selection Criteria include factors such as criminal history, credit history, current income, and rental history. By signing this Resident Selection Criteria, you acknowledge that you have had the opportunity to review it and that you agree with its terms and conditions.

