

# **CSW** Associates Roanoke, LC

540-989-3653

[www.CSW-associates.com](http://www.CSW-associates.com)

## **APPLICATION CRITERIA**

**Updated February 6, 2021\***

**CSW Associates Roanoke, L.C. (CSW) complies with all federal, state and local laws including Fair Housing laws which prohibit discrimination based on race, color, religion, creed, national origin, sex, age, familial status, source of income, disability, or any other protected status.**

CSW is happy you are considering applying to one of the CSW properties. Each person's concerns and considerations may be different. These Application Criteria describe information that is important to you as you consider leasing an apartment up to the point of taking possession of the apartment. For your convenience, these Application Criteria provide general information and try to address common questions. If you believe you were told something verbally that varies from these Application Criteria, it is your responsibility to get confirmation in writing by an authorized representative of CSW, because these written criteria are controlling (no matter what you believe was said verbally); we want to make sure you are operating with the correct information. If you believe something in these Application Criteria does not meet applicable legal requirements, CSW is happy to review the issue, but you must follow the Appeals Process outlined below.

By submitting an application, you are agreeing that you have read and understood this document, and agree to be subject to these Application Criteria (including any policies incorporated by reference). Further, you are providing consent as outlined in this document, such as for maintaining your information on an electronic system, communicating with you by text/email, and exchanging your information with certain third parties (but your information is not sold for marketing purposes).

These Application Criteria address the following topics:

1. Role and Form of the Application
2. Screening Requirements for Applicants
3. Maximum Occupancy and Screening of Occupants
4. Possible Outcomes for an Application
5. Role of the Application Deposit
6. Outcomes for the Application Deposit
7. Sequencing/Coordinating the Application and the Application Deposit
8. Taking Possession of the Apartment
9. General Information
10. Appeals

### **1. Role of the Application**

The application solicits important information to screen each applicant. The application must be completed online through our website, [www.csw-associates.com](http://www.csw-associates.com). If you do not have online access to complete the application, while COVID restrictions limiting the public access to the Main Office remain in place, you may call the Main Office and ask that a resident manager input your information; you remain responsible for any misstatements or omissions. Applications must be complete and accurate.

An applicant is the person who will enter into the Lease Agreement, which is a legal contract. When the contract is executed, the Applicant becomes a Lessee and legally responsible for the particular apartment for which they applied. There may be multiple applicants, and as a result, multiple lessee(s) on one lease, for a particular apartment. There may also be other people (called Occupants) who live in the apartment, and while they must follow all the rules, they are not legally liable for things like the rent or damages so their income is not considered

in the review (though the presence of occupants will increase the anticipated need for funds for the apartment). The application **requires** that the applicant identify all occupants for premises at the time of application, and if there will be any animals. If you do not accurately disclose the number of occupants and animals, then your application is no longer valid and deemed immediately rejected. You are not permitted to have people stay in the apartment regularly or for any period of time who have not been approved as an occupant (see additional requirements for occupants in Section 3).

Every Lessee on the Lease, including co-signers as they must sign as a Lessee as well, is jointly and severally liable for (i) all rent, fees, damages, etc. associated with the Lease, and (ii) the actions or inactions of all Lessees, Occupants, visitors, guests, invitees etc. A Lessee is never relieved of the lease obligations before the lease contract ends.

All information provided in the application is subject to verification.

There is a **nonrefundable application fee of \$35.00** per applicant per application. An applicant may be required to re-submit their application and pay a new fee under certain circumstances (for example, not providing necessary documentation in a reasonable time frame). A single application can be used to consider residency at both CSW properties. Occupants must be identified to CSW at the time of application (whether minors or over the age of 18) or before they reach Occupant status as defined below if the Occupant is added to the apartment demographics after lease signing. Occupants age 18 or older, must submit to the background check as described below (which includes a nonrefundable fee).

Applications are either (1) Approved, (2) Approved with Conditions, (3) Denied/Rejected or (4) Pending Review. Applications may only be “pending review” for no longer than 30 days and so long as the applicant is actively engaged and providing information. If an applicant ceases to communicate or does not provide requested information, the application will be denied. An application may be approved with conditions, such as a co-signer, a reduced lease term or prepayment.

If an Application is approved (with or without conditions), but CSW discovers that incomplete or false information was provided or there is a material change in circumstance or similar issue, the Approval is immediately revoked without further action by CSW and the individual will not be permitted to execute the lease and/or take possession of the particular apartment. In its discretion, CSW may reconsider the application in light of the additional information or new circumstances. Depending on the passage of time, a new application, application fee or the like may be required (see further description below). Applications may be denied for failure to meet any of the criteria below, or if the application is not completed correctly, or if an applicant is non-responsive during the process, or the application cannot be completed for any reason in a timely manner. An application may be rejected at any point during the application process if the requested size/type of apartment is not expected to be available when requested by the applicant. It is your responsibility to know the status of your application and provide, or ensure that any third party provides, any missing information in a timely manner.

*By completing an application, you consent to CSW maintaining your information in a digital format that is accessible to CSW employees. Further, by listing any third party on the application, you are expressly consenting to CSW exchanging your personal information with such party (note you may still be required to execute a specific consent, or any consent the third party may require) in order to verify application information (e.g. employer, landlord, PHA). If CSW cannot obtain any information in a timely manner, it will adversely affect the review of your application. By submitting an application, you are also acknowledging that CSW provided you with, or made available to you, both a copy of these Application Criteria and a copy of the Statement of Tenants Rights and Responsibilities.*

## **2. Screening Requirements for Applicants**

### **GENERAL**

All Applicants must meet the criteria as set forth herein, as determined in CSW’s discretion in accordance with applicable law. Applicants must be at least eighteen (18) years of age and have valid, government issued ID. There is a supplemental application for non-US citizens. A nonrefundable application fee and consent for a credit/background check is required for each applicant. Applicants (or joint applicants collectively) are required to meet all conditions, including sufficient reliable funds for the duration of the lease, acceptable credit history,

appropriate debt levels relative to income/funds, acceptable background check, satisfactory rental history and compliance with occupancy limitations. Any unfavorable, false or missing information may result in denial of the application. Failure to provide information in a timely manner, or the provision of false information, is grounds for denial. CSW may, but is not required, to reconsider any denial (in some cases, the application may have to be resubmitted). CSW uses a third-party service for the background/credit check (but is not bound by any recommendation it may make through its processes); CSW may also use third party verifications and publicly available information in consideration of the application (e.g. court records). CSW cannot accept a credit/background report provided by an applicant for use in the screening process.

All Applicants are required to provide either a social security number or documentation issued by the U.S. Immigration and Naturalization Service (INS) in accordance with Section 55-248.4 of the Virginia Residential Landlord and Tenant Act. The Application fee is currently \$35.00 per applicant. It is **non-refundable**. Please note that a decision cannot and will not be made on any application(s) until all information has been verified or substantiated, reviewed and processed by CSW. CSW will make reasonable efforts to communicate with you concerning the application process and information that is outstanding. It is the sole responsibility of each applicant to ensure that complete and correct information has been provided by him/her or on his/her behalf. If the applicant is non-responsive, or does not complete the application process within fifteen (15) days from the initial submittal of the application (e.g. fails to submit required information), the application is deemed denied without any further action by CSW. If there are co-applicants, then the failure or denial of one applicant may result in the denial of other applicant(s). Note that the timing and sequence may be different depending on if you are interested in an apartment that is in Current Inventory or would be a Future Move In.

The following provides additional detail on some of the criteria:

**(a) FUNDS/INCOME:**

CSW considers many factors when assessing whether or not an applicant is expected to have sufficient funds to live in the applied for size/type of apartment and meet other known or reasonably anticipated obligations at the same time. The determination of sufficient income is a case-by-case determination. The following are examples of some of the considerations and information used in the process:

- Must have regular disposable income or funds to provide on the application that is expected to continue through the anticipated lease duration to support the size and type of unit requested
- Any fund source the applicant wishes to have considered must be listed on the application and verified; periodic or irregular funds (e.g. overtime), will be considered at CSW's discretion
- Applicant must demonstrate ability to complete regular financial transactions and payments to CSW, such as with current/recent bank statement(s)
- In the event an individual is self-employed, demonstration of funds would be through tax returns, (official) bank statements, and/or the like
- The applicant's debt levels and pre-existing financial obligations and reasonably anticipated obligations (e.g. rent, utilities, animal fees, renters insurance, etc.) are considered with respect to the applicant's income/funds
- Lifestyle factors (such as the number of lessees/occupants, vehicles, etc.) are considered
- In the event of new employment, must provide copy of letter on company letterhead signed by an authorized representative (with contact information) with a firm offer and starting salary and hours; if you are in a probationary period, that will be considered
- Demonstrated/verified liquid (non-retirement) assets/limited obligations may be considered
- In order for a particular source of funds to be counted, you must demonstrate reliability of the income (e.g. if you receive regular gift income, payments from a trust or the like, CSW must be able to independently verify both that those amounts have been regularly received and provide evidence that the payments are expected to continue through the duration of the lease).

In the event an Applicant's source of funds is dependent on a third party's approval or necessitates a third party's performance, the Applicant is responsible for managing that process and providing all information to secure the necessary approval. Such approval cannot be requested until all applicants and occupants for the apartment have been approved by CSW **and** the Application Deposit has been paid. Applicant must keep CSW informed with respect to any third-party process, but any and all third-party processes are subject to the guidelines and timelines herein and are the responsibility of the applicant.

As noted below, the Application Deposit is the only means to secure an apartment (and the other Application Deposit provisions continue to apply). If the Application Deposit is submitted before the application to secure an apartment, the application(s) must be received within three (3) days of the date the Application Deposit was paid. See below for important application timelines. As a reminder, CSW will not consider the income of Occupants as they are not legally responsible under the lease (in fact, the presence of an occupant implies a greater financial need on the part of the applicant).

If the Applicant(s) would not meet the funds/income criteria, the Applicant(s) may be able to address the funds/income shortfall by pre-paying the full rental obligation or securing a qualified co-signer. As a reminder, co-signer and/or pre-payment does not cure all application defects.

#### **INFORMATION VERIFICATION:**

For those with employment income, Applicant must provide two years of employment history. CSW reserves the right to verify previous or current employment. Gaps of greater than 30 days in employment should be explained in a written statement. In the event Applicant has not yet begun employment, an offer letter from new employer must be provided (as described above). If the applicant works on a project basis or with a limited term contract, applicant must provide a written explanation. For non-employment income, Applicant may be required to provide verifiable information or documentation to support such funds. Failure to provide any requested documentation, or the provision of false/incomplete information, is grounds to reject Applicant. If the Applicant was a student or took time away from employment for personal reasons, this information can be provided when completing the employment section of the application to reach the required 2 years.

#### **(b) CREDIT CHECK:**

A credit check through a third-party company is performed on all Applicants. The credit check provides CSW with information about the timely payment history and status/amount of debt, judgments/collections, the amount of debt outstanding, and credit score. Any information from the credit report, including but not limited to evidence of a history of poor or delinquent credit or absence of credit, may be grounds for denial. Judgments or collections that appear on the report or any other public source may be cause for denial of Applicant. Amounts owed for prior residences (including utilities), or eviction action, will be heavily weighted. Any Applicant with a bankruptcy (excluding wage earner plans) must show a complete discharge more than two years ago and have established new credit with a positive rating with at least one account to be considered. If an Applicant believes that the third-party credit report contains errors, he/she should advise CSW to discuss next steps.

The credit/background check is valid for thirty (30) days from the date of the credit/background check. The approval process is applicable to the type of apartment applied for (or smaller/less expensive). CSW reserves the right to selectively verify information in its discretion. CSW is in no way bound by any recommendation from a third party in connection with the credit check process.

#### **(c) BACKGROUND CHECK**

The background check is performed on each Applicant (and Occupants 18 years of age and older as described below). CSW may reject any applicant or occupant based on criminal history; CSW considers the nature of the offense(s), the number of offense(s), and the timing of the offense(s).

#### **(d) RENTAL HISTORY/LANDLORD REFERENCES:**

It is critical that the applicant provide a complete rental/living history and associated landlord information for the prior two (2) years. Rental verifications are obtained from previous landlords relative to payment history, length of rental agreement, amount of rent, damages, and violation history. Signing the application gives both CSW permission to inquire and the landlord permission to release/verify any information pertaining to your current or past residence. Any adverse information, or inability to obtain complete information, or lack of information for any time period, is grounds to require additional information and/or deny Applicant. If a prior landlord is a friend or family member or there was no formal lease, the information must still be obtained but will be considered accordingly (i.e. there will be an assumed bias where the information is coming from a landlord who has a personal relationship with the applicant). Any negative residential history (failure to pay rent/mortgage, eviction, property damages, etc.) will be strongly considered.

## **OBJECTING TO/CORRECTING INFORMATION**

If you believe that CSW is receiving inaccurate information from a third party, such as a credit reporting agency or prior landlord, you may provide in writing additional information addressing any points in contention but you must also contact the agency or third party issuing the report to dispute the completeness or accuracy of the report. Further, CSW will consider in good faith any additional information that is submitted; however, CSW is not required to fully accept an explanation from either party, but CSW will make a decision in its sole discretion on the application. If you object verbally, but never provide a written explanation or challenge with verification to the third-party information, the third-party information will be deemed accurate.

## **CO-SIGNERS:**

Co-signers may be accepted for those applications where the submitted application has deficiencies that, in CSW's view, can be remedied by a co-signer. CSW understands that the Co-signer will not live in the Leased Premises, but the Co-signer must execute the full lease and associated documents. A Co-signer will have access to all information regarding the lease (payment history, damages, etc.). Co-signers must complete an application, pay the Application Fee, and meet all criteria for acceptance set forth in this Application Criteria and be named on the Lease Contract as a Lessee. Income and credit requirements for a Co-signer are considered based on Co-signer's total financial obligations with an understanding that the co-signer will be responsible for two residences.

### **3. Maximum Occupancy and Screening Requirements for Occupants**

#### **OCCUPANCY REQUIREMENTS:**

To help ensure safety and enjoyment of the premises for all residents, there is a maximum of two (2) people per bedroom (as defined by CSW policy) in the dwelling unit, whether lessees or occupants, whether adults or children, as follows:

- 1 Bedroom: Maximum of two (2) persons
- 2 Bedroom: Maximum of four (4) persons
- 3 Bedroom: Maximum of six (6) persons

The applicant(s) must disclose all intended occupants on the application. Please consider your plans and expectations for the duration of the requested lease. Further, Leaseholder(s) must notify Landlord of any change in the household composition (such as the birth of an infant) during the term of the Lease, within fifteen (15) days of such change. Failure to provide a timely update is a lease violation. If there is an addition that would take the dwelling over the occupancy requirements, Leaseholder(s) may remain in the Premises for the duration of the Lease, so long as that time period is not greater than six (6) months; however, all occupants must still be pre-approved as described in these Application Criteria. Further, Leaseholder(s) may apply to transfer to a larger unit (assuming Leaseholder(s) qualifies) within either community that would meet the occupancy standards, if the larger unit is available, subject to both the timely submittal and approval of an application for the larger unit and the other provisions of the Transfer Policy and the Wait List Policy.

#### **REQUIREMENTS FOR OCCUPANTS:**

**Fee/Background Screening:** Up to the maximum number of total persons permitted in an apartment (as set forth above), an applicant may identify individuals, either minors or individuals age 18 or over, who would join the applicant in the apartment if approved. All occupants **must** be disclosed and approved. The late disclosure of any occupant will automatically void any application approval for a particular unit until the additional information is considered. Further, occupants age 18 years and over must consent to a background check and pay a **\$25 nonrefundable fee per occupant**. CSW reserves the right to deny occupant status and/or deny the associated application based on the background information of any occupant. CSW considers the same information in a background check of an occupant as the information considered for an applicant.

**Renters Insurance:** Occupants who are 18 years of age or older must maintain renters insurance either individually or specifically named on the policy of another leaseholder. See section on Renters Insurance below for necessary policy limits and other requirements.

#### **4. Possible Outcomes for an Application**

Generally speaking, an application will be either approved, approved with conditions, denied, or be pending further review. A denial may be reversed or an approval may be rescinded if circumstances warrant. Specifically, an approved application may be rescinded up to the moment in which possession is taken of the Leased Premises, if circumstances warrant. Approvals are automatically withdrawn in certain circumstances (like the failure to act in a timely manner).

CSW will review the application based on the requested apartment or apartment type (e.g. 2B v. 3B). Applicant(s) may be approved for the size/type of apartment which was requested. However, if the applicant(s) does not meet the requirements for the requested apartment or apartment type, CSW reserves the right, in its sole discretion, to approve the applicant for a different apartment type (if occupancy requirements would not be violated and if there are no third-party approvals pending). Further, CSW may elect to offer the applicant(s) only a six-month lease (not a one-year lease); CSW may elect to waive the premium for the shorter lease where CSW does not offer a one-year lease.

If multiple persons are applying for an apartment, each applicant will be screened individually, but information will be considered jointly. The failure of one of multiple applicants for an apartment may cause other applicants to be denied. As well, the rejection of an occupant may result in the denial of the application(s) (unless CSW can be satisfied that the occupant will not be on CSW premises).

#### **PENDING FURTHER REVIEW**

An application, once submitted, is pending further review until it is approved or denied. Often an application will be pending for days, as the applicant gets the required documentation to CSW or as CSW is following up on third party information. While an application is pending, no one can truly anticipate the outcome of the application. A decision cannot be made on an application (or any application if there are multiple applicants for a unit) until the review of all aspects of the application is complete (including the application(s) of any other applicant(s)). Applicant(s) are responsible for ensuring that CSW has complete and accurate information needed to review the application(s).

#### **APPROVED**

If an application is satisfactory in all respects, then CSW will approve the application. As noted above, if there are joint applicants, then the denial of another applicant may adversely affect the consideration of other applicants. If an approval is dependent on the approval of a co-applicant, then the denial for any reason of the co-applicant, results in an automatic denial of the applicant that may have been otherwise approved (or automatic withdrawal of the approval if already communicated. In the case of a Future Move In (as described below), if the applicant does not take possession of the apartment within thirty (30) days of the approval because he/she elected to do the application in advance, then the applicant may be required to resubmit the application (including the fee), confirm information provided on the application, and/or provide verification that there has been no change in information. CSW may re-review the application based on the new information.

#### **APPROVED WITH CONDITIONS**

There may be instances in which CSW approves an application subject to certain specified conditions. If the condition(s) is not met, the application is automatically denied. The conditions may include a shorter-term lease (6 months), requirement for a co-signer, or prepayment of rent. These additional conditions would not cure all defects.

#### **DENIALS**

There are multiple reasons that an application may be denied. Some examples (but not a complete list) of reasons that an application would be denied are as follows: poor credit history, unsatisfactory background check, insufficient or unverified income, missing information, unsatisfactory rental information/eviction/judgment, or failure to disclose accurate information, . CSW may or may not provide the reason for the denial; if a reason is provided, CSW may list one or all applicable reasons. The identification of one reason does not conclusively mean that the rest of the application would have resulted in an approval. Once CSW observes a material deficiency that would result in denial, CSW will not complete the other areas of review. If an application defect can be timely cured, such information may be considered at CSW's discretion, at which point CSW will re-consider the application and complete the review both generally and in light of the new information. An application may also be rejected if the requested size/type of unit cannot be made available on the timeline requested by the applicant.

An application is **automatically denied** if the application is not able to be approved within fifteen (15) days of the EARLIER of the payment of the Application Deposit if a unit is in Current Inventory (as defined below), the submission of a tenancy addendum (if applicable), or the submission of the application to CSW.

If an applicant(s) is scheduled to take possession of an apartment, and fails to take timely possession, then applicant's approval is automatically revoked and the applicant must restart the process. Keep in mind, damages may apply (see Section 6 below) if there is a failure to take timely possession of an apartment; further, such failure may be grounds for denial of a subsequent application.

## 5. Role of the Application Deposit

*Amount:* The amount of the Application Deposit is based on the published schedule on the Property Information Sheet. If you have animals, note that additional nonrefundable fees apply.

*First-Come, First Served:* While the application process is critical and required, it is actually the Application Deposit that reserves an apartment for a period of time. Payment of the Application Deposit is the only means to secure an apartment, and shall be done on a first-come, first-served basis. The Application Deposit only secures the particular unit for the time described below. If the applicant elects to pay the Application Deposit *prior* to approval of the application, the Application Deposit will be refunded if the application is denied or if the requested type of apartment cannot be made available by the Specified Date (as described below). *If an Application Deposit is returned for insufficient funds (or payment similarly declined for any reason), then it is as if the Application Deposit was not submitted (i.e. there is no place in line held if the deficiency is later corrected).* Further, the declined payment may be grounds for denial of the application.

*Application Deposits for Apartments in Current Inventory:* If an apartment is immediately available (i.e. if all other requirements were met, it could be moved into immediately) or is expected to be available in the upcoming ten (10) days from the date of the Application Deposit, the apartment is considered to be in Current Inventory (or Inventory).

So long as the applicants are actively pursuing an application, the Application Deposit will reserve an apartment in inventory for a maximum of fifteen (15) days from the date the Application Deposit is made to permit the applicant(s) adequate time to complete the application(s), provide supporting document(s) and the like (including, if applicable, to complete processing of the RFTA under Va. Stat. 36-96.2(I)). If your tenancy would require a RFTA (Request for Tenancy Approval) to be submitted and approved, CSW can only complete the RFTA where the application(s) have been approved for a specific unit and the Application Deposit has been paid. **You MUST submit the RFTA to the proper agency on the date that both 1. you are notified that your application was approved and 2. the Application Deposit has been paid.**

Once the application (or all applications if there are multiple applicants) is approved for an apartment that is in Current Inventory, the applicant(s) must take possession of the apartment within the later of (i) three (3) days from the date of CSW's approval of the application (or last approval if there are multiple applicants) OR (ii) fifteen days from the date the Application Deposit is paid.

If an application has not been approved within fifteen (15) days of the date the application is submitted (no matter the reason), the application is automatically denied without further action by CSW. Further, while CSW will make good faith efforts to communicate, if the applicant ceases to respond to CSW or is not providing the required verification (or causing third parties to provide the information), CSW may deny the application at any time during the process.

Also, it is important to understand, that if you pay the Application Deposit on a Current Inventory unit, and you have not yet submitted a complete application, you must do so immediately. *The delay in submitting the application will not extend the period that CSW will reserve an apartment.* Further, note (if applicable) that CSW is unable to execute a Tenancy Addendum unless both the application has been approved for a specific apartment (not just size/type) and the Application Deposit has been paid.

*Form of Payment:* If the Application Deposit is paid within ten (10) days of the date the applicant(s) are scheduled to take possession of the apartment, then CSW may require that the Application Deposit be paid in cash or cash-equivalent. If for any reason, CSW accepted a non-cash form of payment which is reversed or declined, your application is automatically denied and you will not be permitted to take possession of the apartment.

*Application Deposits for an Apartment Not in Current Inventory (a "Future Move In"):* Often, Applicants seek to secure an apartment at a future date (either based on their needs or the limited availability of CSW's inventory). CSW permits this process in an effort to accommodate prospective tenants; Application Deposits for an Apartment that is not in Current Inventory are referred to as a "Future Move In". Generally, a projected Future Move In will be no more than six (6) months from the date the Application Deposit was submitted. Please understand that it is a dynamic situation in which CSW is attempting to forecast circumstances that may turn out differently. For a Future Move In, the actual ready/move in date for the apartment may be agreed to in advance (at the time the Application Deposit is paid) or during the process (in either case, referred to as the "Specified Date"). The Specified Date will either be requested and tentatively agreed to when the Application Deposit is provided, or determined during the process. CSW may change the Specified Date at any time, and the applicant(s) only recourse is return of the Application Deposit. In any event, CSW will provide at least fifteen (15) days advance notice of the Specified Date, which will note the Designated Apartment and the move in date (on which the applicant can rely in order to secure utilities, or get necessary third party approvals). For a Future Move In, the applicant(s) must take possession on the Specified Date or within three (3) days after the Specified Date. If CSW is not able, at any time, to make available the type of apartment by the Specified Date, the Application Deposit will be returned and CSW will have no further liability to the applicant(s).

For Future Move-Ins, please note, for Chateau Riviera, a floor plan preference may be noted but is not guaranteed; for Brandon Point, a non-smoking preference may be noted but not guaranteed. Remember that Wait List provisions still apply.

Even if you are willing to pay the Application Deposit, it is important to understand that CSW may return the Application Deposit at any time, with no further obligation or duty to you and no damages that can be claimed by you, if CSW believes for any reason that it cannot meet the requested timing and/or size/type of apartment for a Future Move In.

Generally speaking, the Specified Date may be up to six (6) months from the date the Application Deposit is paid. If you have a future Move In Date and your circumstances change, you may withdraw your application and request the return of your Application Deposit (without deduction) so long as it is at least thirty days prior to the then applicable Specified Date; if no Specified Date has yet be communicated, you also may request return of your Application Deposit (without deduction). Otherwise, the Applicant must take possession of the Designated Apartment on the Specified Date or within three (3) days after the Specified Date. ***If possession is not taken in a timely manner, the Application Deposit will be reduced by CSW's daily damages based on a daily calculation of the rent for the size/type of apartment that was reserved.***

## 6. Outcomes for the Application Deposit

The Application Deposit serves a very critical purpose of reserving an apartment. Once the Applicant pays the Application Deposit, CSW is relying on the applicant(s) to take possession of the apartment (i.e. CSW is no longer marketing that apartment as available to others). Note that, no matter how long CSW holds an Application Deposit, no interest accrues.

### Circumstances in Which the Full Application Deposit is Returned

- If CSW denies the Application(s), the Application Deposit will be returned.
- If you withdraw your application prior to CSW making a determination on your application, the Application Deposit will be returned.
- If you have paid an Application Deposit for a Future Move In, and withdraw your application (even if already approved) at least thirty (30) days prior to the last communicated Specified Date (or at any time if a Specified Date has not yet been given), the Application Deposit will be returned.

### **Circumstances in Which the Application Deposit is Returned Less Damages/Adjustments**

- If CSW approves your application for an apartment in Current Inventory and you fail to take possession of the apartment as outlined above, then the Application Deposit will be returned less CSW's damages. As CSW's damages would be difficult to calculate, the applicant(s) agree that if an applicant ultimately fails to take possession under these circumstances, the Application Deposit will be returned to the applicant(s) less a daily fee equal to 1/30 of the anticipated monthly rent for the particular unit for the number of days between the date your application is approved and the date you notify CSW (preferably in writing) that you are declining to take possession.
- If you have paid an Application Deposit for a Future Move In, and you withdraw your application less than thirty (30) days prior to the Specified Date, CSW will return your Application Deposit less CSW's damages. As CSW's damages would be difficult to calculate, the applicant(s) agree that if an applicant ultimately fails to take possession under these circumstances, CSW damages are equal to a daily fee equal to 1/30 of the anticipated monthly rent for the particular or type of unit for the number of days between the date notice was given, and the date that would have been at least thirty (30) days from the Specified Date.
- If you are approved for a Future Move In, and the Specified Date occurs and you either (i) fail to or refuse to schedule a timely date to take possession or (ii) schedule a timely date to take possession but fail to do so, CSW will suffer significant damages. You agree that in this circumstance, that CSW will suffer material damages that are difficult to calculate. As an approximation of these damages, the entire Application Deposit will be forfeited.

### **Conversion of the Application Deposit to Security Deposit**

If you take possession of the apartment, the Application Deposit converts to the Security Deposit, and it will be processed accordingly (less damages, fees, etc.) after lease contract ends.

**To Whom the Deposit is Returned:** If the application deposit (or any portion thereof) is returned (less fees, damage or the like) or refunded for any reason at any time (either before move in, or at the end of tenancy), the deposit money (if any) is returned to the person who paid the amount, whether or not that person is a lessee or not and will be processed in the time set forth under applicable law.

**Timing of the Return of a Deposit:** The timing of the processing of the Application Deposit (or Security Deposit, if applicable) is processed based on applicable law, which varies based on whether or not you have already taken possession.

## **7. Sequencing/Coordinating the Application and the Application Deposit**

Ultimately, a prospective tenant(s) must BOTH (1) submit an application that is approved and (2) pay an Application Deposit in order to reserve an apartment. While both are required, there are considerations to the order in which they are submitted. You have to decide the best order for yourself based on your situation.

Often, because of high demand, prospective applicants are willing to pay a deposit to hold an apartment before they actually submit the application. Sometimes, though, prospective applicants want to be sure they would qualify (and know the type and size of the apartment for which they qualify), so they will submit the application first and make sure it is approved before they are willing to pay an application deposit. (But remember, if you submit it too far in advance, the application may have to be re-submitted or certain key information confirmed.) And at other times, prospective applicants will submit the application deposit and application at the same time, because if the application were to be denied by CSW, then the application deposit is returned.

Remember, if you choose to do the application first, but have not paid the deposit, there is no apartment being held for you (no matter how much interest you may have expressed verbally). At the same time, if you pay a deposit and wait to submit the application, you may be crunched for time to find alternative housing if your application is denied. Keep in mind, that if you are providing a deposit for a Future Move In (as described above), you very likely will not know the exact apartment until later in the process, so if that is necessary information for you, you should consider that as you decide.

Generally speaking, a background check/credit check is valid for thirty (30) days. If the move-in date is more than thirty (30) days from the application date, CSW reserves the right to take any or all of the following actions: (i) require a new completed application, with associated fee; (ii) require that the applicants confirm that there have been no material changes to the information submitted with the original application; and/or (iii) selectively re-verify certain key information.

## 8. Taking Possession of the Apartment

Taking Possession of the apartment refers to the process in which the applicants take physical possession of the apartment; possession can only be taken with a fully executed lease. (Lessees can move belongings into the apartment only after they have possession of the unit, but a person does not have to move in on the same day that he/she takes legal possession). You can execute the lease prior to the day that you take possession (you would just have to return to get to the keys to the apartment). This process occurs sometimes because the lease signing process is involved, and takes over an hour, and people may wish to do that part of the process the day before, or a couple of days before the person would take possession (even though the lease was signed on a particular day, it would be written so that it was clear the date on which possession is to be taken).

*Requirements Upon Taking Possession:* As a reminder, at the time possession is taken, the applicant(s) are required to:

- (i) All signing parties must have a valid, government issued photo identification;
- (ii) Pay the prorated rent for the month of move in (and full next month if the applicant takes possession within five days of the first of the month) in cash or cash equivalent;
- (iii) Pay initial (nonrefundable) animal fee(s), if applicable and not already paid;
- (iv) Pay animal and storage rent, if applicable, neither of which are prorated;
- (v) Provide proof by providing account numbers that required utilities (electricity and gas, if applicable) have been placed in the applicant's name; **AND**
- (vi) Provide proof of the appropriate level of renters insurance for each lessee and occupant with CSW listed as an additional insured.

Reminder, if there will be animals in the apartment, the nonrefundable animal fee, all required animal documentation and associated animal rent must (not prorated) be provided at move in.

Once all documents are provided and the lease and other documents are executed, then CSW will provide the keys to the apartment.

If you fail to complete any of the steps above, then you fail to take possession of the apartment (which will have consequences for your Application Deposit as described above). Further, the failure to take possession of the apartment in a timely manner voids your approved application.

After all documents are fully executed, if taking possession, the same day, Lessee(s) will then be given the apartment keys and proceed to the apartment with a CSW representative to conduct the move in inspection.

## 9. General Information

### **WAIT LIST:**

It is important to understand that many CSW apartments may already be subject to a wait list. See applicable Wait List policy for a description of how the wait list works. If you would like to know what properties are already subject to a wait list, please inquire with the apartment manager.

### **INITIAL LEASE TERM:**

The standard initial lease term is twelve (12) months. A six (6) month lease term is available and subject to a ten (10) percent monthly premium added to the rental rate. No other initial Lease terms may be selected by the applicant.

### **UTILITIES:**

Charges for water, sewer and trash (dumpsters) are included in the monthly rent amount. Electricity, gas service and cable/internet/phone are not included in the rental rates. See the Property's Information Sheet in order to identify the service providers.

**ANIMALS:**

See the Animal Policy as well as schedule of applicable animal fees.

**RENTERS INSURANCE:**

All Leaseholder(s) and Occupants over age 18 must carry (and/or) be covered by renter's insurance (with liability coverage of at least \$100,000) to insure personal belongings and to insure against any negligence or liability (including but not limited to charges associated with animals). CSW must be named as an "additional insured" on the policy. Proof of insurance is required before possession will be granted, a lease renewed or before an Occupant can be added. If you would like additional information on this requirement, please request the Renters Insurance FAQs.

**3<sup>rd</sup> PARTY PROCESSING FEES:**

Applicant is responsible for any applicable processing charges for his/her chosen form of payment on any amount due to CSW (e.g. Application fee, fees, deposit, rent). Applicant is responsible for any and all charges (e.g. returned checks) associated with payments, or attempted payments, made to CSW. Please be aware that there is a fee of \$50.00 for any payment not honored by our banking institution for any reason (in addition to fees your institution may charge). CSW also reserves the right to deny an application based on insufficient funds with respect to any fees, deposits or the like.

**FORM OF PAYMENT:**

CSW reserves the right to require cash or cash equivalent for any payment or amount due.

**PERSONAL APPLIANCES:**

Applicant may be allowed to install and use any of the following of his/her own personal appliances only with the express written consent of management subject to the Appliance Addendum: range, refrigerator, dishwasher, stack washer/dryer.

**VEHICLES:**

All vehicles must be listed on the application. There is no designated/assigned parking. No oversized vehicles are allowed without approval. Handicap credentials must be provided.

**DOMESTIC VIOLENCE VICTIMS:**

If you are a victim of domestic violence, and it has adversely impacted your credit history, please advise CSW of your circumstances so that circumstances can be adequately considered.

**STATEMENT OF TENANTS RIGHTS AND RESPONSIBILITIES**

There is a Tenants Rights Notice that has been prepared by the Commonwealth of Virginia and made available. You will be required to acknowledge receipt of this document if you lease an apartment. The document is available in English or Spanish.

This document is available online: [www.dhcd.virginia.gov/landlord-tenant-resources](http://www.dhcd.virginia.gov/landlord-tenant-resources)

**PROPERTY MANAGER INFORMATION**

Name and Address of Property Manager for Brandon Point Apartments and Chateau Riviera Apartments

CSW Associates Roanoke, LC  
3807 Brandon Ave SW, Ste 245  
Roanoke VA 24018  
540-989-3653

## 10. Appeals

In the event an Applicant believes that his/her application has been processed incorrectly for any reason or the Applicant believes that these Application Criteria do not reflect the requirements under Virginia law or that his/her application has been denied incorrectly, he/she should state his/her issue in writing by email to [vonda@csw-associates.com](mailto:vonda@csw-associates.com) with a clear notation of Appeal in the subject line. If you do not have email access, please contact Vonda at the Main Office (540) 989-3653. You must exhaust all avenues, including this appeal, to object to a determination by CSW. Also note that, while CSW will consider any appeal in good faith, the appeal will not change any timeline stated above for a pending application.

*\*For applications submitted on or after February 6, 2021.*



BRANDON POINT  
◀ APARTMENTS ▶

Chateau Riviera  
— Apartments —