

Disclosure Statement:

New Jersey's Fair Chance in Housing Act, N.J.S.A. 46:8-52 to 64 (FCHA), limits a housing provider's ability to consider a person's criminal history in deciding whether to extend an offer or whether to rent a home after extending an offer.

Before making a conditional offer of housing, WinnResidential 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. WinnResidential 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.

After extending a conditional offer of housing, WinnResidential intends to review and consider an applicant's criminal record in determining whether to rent a home, in accordance with the FCHA and its accompanying rules.

WinnResidential will not, either before or after the issuance of a conditional offer, evaluate or consider any of the following criminal records:

- (1) arrests or charges that have not resulted in a criminal conviction;
- (2) expunged convictions;
- (3) convictions erased through executive pardon;
- (4) vacated and otherwise legally nullified convictions;
- (5) juvenile adjudications of delinquency; and
- (6) records that have been sealed.

WinnResidential may consider, after the issuance of a conditional offer, a criminal record 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:24-4(b)(3);
- Resulted in a conviction for any crime that requires lifetime state sex offender registration;
- Is for any 1st degree indictable offense, or release from prison for that offense, within the past 6 years;
- Is for any 2nd or 3rd degree indictable offense, or release from prison for that offense, within the past 4 years; or
- Is for any 4th degree indictable offense, or release from prison for that offense, within the past 1 year.

For more information about how these rules apply, please refer to the resources at <https://www.njoag.gov/about/divisions-and-offices/division-on-civil-rights-home/fcha/>.

WinnResidential may withdraw a conditional offer based on your criminal record only if WinnResidential determines, by a preponderance of the evidence, that the withdrawal is necessary to fulfill a substantial, legitimate, and nondiscriminatory interest.

If Winn Residential utilizes any vendor or outside person/entity to conduct a criminal record check on their behalf, WinnResidential will take reasonable steps to ensure that the vendor or outside person/entity conducts the criminal record check consistent with the requirements of the FCHA and rules. Specifically, if WinnResidential receives a criminal history inquiry conducted by a vendor or outside person or entity that is conducted in violation of the FCHA in that it reveals a record that is not permitted to be considered under the FCHA, WinnResidential must show that it did not rely on that information in making a determination about your tenancy.

If you are subjected to the withdrawal of a conditional offer of housing due to criminal history, you have the right to request and receive the materials relied upon by WinnResidential in making this determination.

You have the right to dispute, within ten (10) days of receiving this statement, the relevance and accuracy of any criminal record, and to offer evidence of any mitigating facts or circumstances, including but not limited to your rehabilitation and good conduct since the criminal offense. You may also provide evidence demonstrating inaccuracies within aspects of your criminal record which may be considered under the FCHA, or evidence of rehabilitation or other mitigating factors to WinnResidential at any time, including after the ten days.

Any action taken by WinnResidential in violation of the process laid out in this statement may constitute a violation of the FCHA. **If you believe that any owner, agent, employee, or designee of WinnResidential has violated any of the above requirements, you may contact the New Jersey Division on Civil Rights at www.NJCivilRights.gov 1-866-405-3050.** A complaint must be filed with DCR within 180 days of the allegedly discriminatory conduct. You cannot be subjected to retaliation for filing a complaint or for attempting to exercise your rights under the FCHA.

DCR has several fair housing fact sheets available at <https://www.nj.gov/oag/dcr/housing.html>, or available for pickup in any of DCR's four (4) regional offices.

31 Clinton Street, 3rd Floor
Newark, NJ 07102

5 Executive Campus
Suite 107, Bldg. 5
Cherry Hill, NJ 08002

1601 Atlantic Avenue, 6th Fl.
Atlantic City, NJ 08401

140 East Front Street, 6th Floor
Trenton, NJ 08625

Housing Provider Signature

Date

Prospective Tenant Signature

Date

Prospective Tenant Signature

Date

PERSONAL

Each applicant 18 and over must file separate application. Entire household should only be listed on one application.

1. _____
Last First M.I. D.O.B. Applicant SS#

2. _____
Last First M.I. D.O.B. Relationship SS#

3. _____
Last First M.I. D.O.B. Relationship SS#

4. _____
Last First M.I. D.O.B. Relationship SS#

5. _____
Last First M.I. D.O.B. Relationship SS#

6. _____
Last First M.I. D.O.B. Relationship SS#

Present Address

Street City State Zip Code

Former Address

Street City State Zip Code

☐ Own: Date of Current Occupancy From _____ To: _____ \$ _____
Month Year Month Year Monthly Mortgage Payment

☐ Rent: Date of Current Occupancy From _____ To: _____ \$ _____
Month Year Month Year Monthly Rental Payment

☐ Rent: Date of Previous Occupancy From _____ To: _____ \$ _____
Month Year Month Year Monthly Rental Payment

Telephone Number _____ Email Address _____

Driver's License Number _____

Number of Autos _____ Reg. No. of Auto #1 _____ Reg. No. of Auto #2 _____

Do you have any pets? ☐ No ☐ Yes # of pets _____ Description _____

In Case of Emergency Notify (name) _____

Address _____ Phone _____

Are there any special accommodations that the household will require in order to enjoy equal opportunity to use and enjoy the apartment ? (e.g. – unit for mobility impaired, unit for visually impaired, unit for hearing impaired, grab bars)

Check One: ☐ Yes ☐ No If yes, you will be asked to complete a Request for Reasonable Accommodation.

Where did you hear about us? _____

INCOME & ASSETS

Affordable program applicants skip to Supplemental Applicant Questionnaire

Currently employed by _____ Occupation _____

Address _____

Length of Employment _____ Supervisor _____ Phone _____

Annual Gross Salary _____

Other Source of Income (i.e., social security, retirement fund, disability, workers compensation, pension, alimony/ child support, investments, etc.)

Type _____ Amount _____ Type _____ Amount _____

Type _____ Amount _____ Type _____ Amount _____

Former Employer _____ Occupation _____

Address _____ Dates of Employment _____

Supervisor _____ Phone _____

Bank Account - Type _____

Bank Account - Type _____

Other - Type _____

Other - Type _____

APPLICANT'S TERMS

APPLICANT: PLEASE READ CAREFULLY

This application is for Apartment No. _____ or similar type of occupancy on (date) _____

The applicant warrants and represents that all statements herein are true and promises to execute, upon presentation, a lease in the usual form and on the terms and conditions stated therein.

The applicant hereby grants permission to carry out necessary credit checks to verify the information contained in the application. Furthermore, applicant understands that an investigative consumer report will be obtained which may include information about personal character and criminal records. Applicant agrees that the information set forth on the application is true and complete, and any misrepresentation on this application will constitute a default under the Lease or Rental Agreement between the parties.

The deposit taken with this application is to be applied to the Security Deposit. If the applicant fails to execute a lease, then the deposit shall be retained by the owner as liquidated damages. However, the owner will refund the deposit if the application is rejected.

A breach of the above warranty regarding the veracity of any statements made herein releases the owner from all obligations and liabilities arising from either this agreement or a subsequent lease. This application and deposit are taken subject to previous applications and shall be acted upon within 10 days.

The rental agent is only authorized to show the apartment for rent and has no authority to make any representations concerning the premises.

The applicant warrants and represents that all statements herein are true and promises to execute, upon presentation, a lease in the usual form and on the terms and conditions stated therein.

Deposit with application _____ Dated _____

Agents Signature _____ Applicant's Signature _____

The Property does not discriminate against any person because of race, color, religion, sex, sexual orientation, handicap, familial status, gender identity, marital status or national origin.

WHITE - LESSOR'S COPY YELLOW - LESSEE'S COPY

