

Instructions for Rental Application

Thank you for considering this lease listing, offered by the Audra O'Neal Team. Please observe the required steps and checklist below to ensure a fast and efficient processing of your rental application.

Quick Summary: After our team pre-screens the completed application, the prospective tenant will receive a link from *mysmartmove.com*. The tenant will use the link to pay for and complete their full credit report and criminal background check. We will automatically receive the reports. The application fee is \$40.00 per adult occupant.

Checklist:

Submit the following (for each applicant 18 and over) to *<u>onealteamrocks@gmail.com</u>*:

- □ Completed rental application
- □ Color copy of photo ID
- □ Last 3 paycheck stubs and/or new job offer letter
- □ Short summary of applicant's reason to move and why they chose this home (introduce your tenants to the landlord)
- \Box Photo of pet(s)
- □ Copy of additional income that should be recognized
- □ Signed "Landlord's Rules and Regulations" Form provided on HAR listing
- □ Signed acknowledgement of "Model Tenant Selection Criteria" provided on HAR listing

Once approved, the lease must be signed, and security deposit collected; only then will the MLS listing status be changed to Pending.

We look forward to doing business with you!

The Audra O'Neal Team 281-315-1000 onealteamrocks@gmail.com



Guide for Tenant and Rental Criteria

<u>Disclaimer concerning the Use of this Guide</u>: This guide for tenant & rental criteria form is a suggested format with suggested text that Landlords may use as a guide to develop criteria. Keller Williams Realty does not represent or warrant that this model document addresses all items that should be addressed in a tenant selection criteria form or that compliance with this model document will eliminate any potential responsibility or liability by the company or its agents.

From Texas Association of Realtors®- Summary of Applicable Law

When adopting tenant selection criteria one should consider the following statutes:

- (a) Section 92.3515 of the Property Code; and
- (b) The Fair Credit Reporting Act, 15 U.S.C.A, Section 1681, Chapter 41.

Texas Property Code Section 92.3515 requires you to make available to a residential tenancy applicant a copy of your printed tenant selection criteria and the grounds for which a rental application may be denied. While you do not have to provide a copy of the policy every time you receive an application, you are required to have a copy of your selection criteria available in the event an applicant requests it. Failure to make a copy of the tenant selection criteria available to an applicant who is rejected could result in the landlord's forfeiture of any application fee and application deposit.

The Federal Fair Credit Reporting Act requires a landlord to provide certain information to an applicant who is rejected based upon information the landlord obtained from the applicant's Credit Reporting Agency (CRA) report, commonly referred to as a credit report. That information includes the agency from which the information was obtained and that agency's contact information. In order to comply with that requirement, you should use TAR Form 2212, "Adverse Action Notice and Credit Score Disclosure", or an equivalent form.

ALWAYS have a conversation and document in writing your clients requirements for this particular property.

Tenant and Rental Criteria

This criteria is being provided by the Landlord only in reference to the Property located at the following address:

8218 CLOVER LEAF DRIVE

(Street Address)

(City,State,Zip).

ROSENBERG, TX 77469

It must be signed by Landlord and Tenant before acceptance of application.

Pursuant to Property Code Section 92.3515, these Tenant Selection Criteria are being provided to you. The following constitute grounds upon which Landlord will be basing the decision to lease the Property to you. Based on the information you provide, Landlord may deny your application or may take other adverse actions against you (including, but not limited to, requiring a co-signer on the lease, requiring an additional deposit, or raising rent to a higher amount than for another applicant). If your application is denied or another adverse action is taken based upon information obtained from your credit report or credit score, you will be notified.

- 1. <u>Criminal History</u>: Landlord will perform a criminal history check on you to verify the information provided by you on the Lease Application. Landlord's decision to lease the Property to you may be influenced by the information contained in the report.
- 2. <u>Previous Rental History</u>: Landlord will verify your previous rental history using the information provided by you on the Lease Application. Your failure to provide the requested information, provision of inaccurate information, or information learned upon contacting previous landlords may influence Landlord's decision to lease the Property to you.
- 3. <u>Current Income</u> : Landlord requires tenant must document at least <u>2.5</u> times the rent as their monthly income. The tenant applicant must provide at least <u>2</u> month(s) of recent paystubs. If self-employed, Landlord will require <u>6</u> months of bank statements and <u>2</u> years of tax returns.
- 4. <u>Other Income</u>: Including Child Support, Social Security or other will require <u>6</u> months' worth of Bank statements showing deposits a letter from the court, Social Security or Financial Professional.
- 5. Landlord requires a clear copy and readable Driver's License for each Applicant 18 years or older.
- 6. <u>Credit History</u>: Landlord will obtain a Credit Reporting Agency (CRA) report, commonly referred to as a credit report, in order to verify your credit history. Landlord's decision to lease the Property to you may be based upon information obtained from this report. If your application is denied based upon information obtained from your credit report, you will be notified.
- 7. Applications must be received for all persons over 18 years or older that will occupy the property. The fee for each applicant is 40.00
- 8. <u>Failure to Provide Accurate Information in Application</u>: Your failure to provide accurate information in your application or your provision of information that is unverifiable will be considered by Landlord when making the decision to lease the Property to you.
- 9. Other:

Landlord also requires the following acceptance by prospective tenant prior to application:

A. <u>Monthly Rent</u> : Due on the \square first day of the month \square
 B. Late Charges: Time at which late charges are incurred: 11:59 p.m. on the <u>3RD</u> day after the date on which rent is due. (1) Initial Late Charge: (a) \$75.00 (b) % of one month's rent. (2) Additional Late Charges: \$25.00 per day thereafter.
C. <u>Pets</u> : not permitted permitted with the following restrictions (<i>size, weight, number, type</i>):
DETERMINED ON CASE-BY-CASE BASIS & TYPE/WEIGHT OF PET.
(1) If a pet is permitted, Landlord requires the tenant to sign a pet agreement and requires:
 (a) a pet deposit of \$ in addition to the security deposit. (b) the monthly rent to be increased by \$ (c) a one-time, non-refundable payment of \$TBD
(2) Pet violation charges (whether pet is permitted or not permitted): (a) an initial charge of 500.00 ;
and b) \$50.00 per day thereafter.
D. Security Deposit: \$; EQUAL TO ONE MONTH'S RENT
E. <u>Utilities</u> : All utilities to be paid by Tenant except: N/A
F. <u>Guests</u> : Number of days guests permitted on Property: 15
G. <u>Vehicles</u> : Number of vehicles permitted on Property: <u>3</u>
H. <u>Trip Charge</u> : \$ 75.00
I. <u>Key box</u> : Authorized during last 60 Days of lease: Early Withdrawal Fee \$ one months rent
J. <u>Inventory and Condition Form</u> : To be delivered within <u>days</u>
K. <u>Yard</u> : To be maintained by: □ Landlord; ☑ Tenant; □ a contractor chosen and paid by Tenant; or(contractor) paid by Tenant
L. <u>Pool/Spa</u> : To be maintained by: D Landlord; Z Tenant;
M. <u>Repairs</u> : Emergency phone number for repairs:
Appliances or items that will not be repaired: N/A N. Special Provisions: TENANT TO PAY FIRST 75.00 OF ALL REPAIRS ALLOWABLE BY TEXAS TENANCY LAWS.
 O. Assignment, Subletting and Replacement Tenant Fees:
(1) If procured by tenant: $\Box(i)$; or $\Box(ii)$ <u>%</u> of one month's rent.
(2) If procured by landlord: $\Box(i)$; or $\Box(ii)$ <u>%</u> of one month's rent.
P. Other: NO SUBLETTING ALLOWED.
Landlord(s) Signature and Date:
Tenant(s) Applicant Signature and Date:

TENANT INITIALS



- 1. The Property shall be maintained in the condition it is received at the time of tenants move-in except for normal wear and tear.
- 2. Smoking is prohibited in the house and garage. A penalty of \$1,000.00 will be assessed if evidence of smoking is found at the property.
- 3. Tenants agree to be courteous to the neighbors of property.
- 4. Tenants to remove all belongings, trash, and debris (garage included) at the time moveout.
- 5. Tenants to clean range, oven, refrigerator, microwave, dishwasher, and all other appliances at time of move-out.
- 6. Tenant to clean AC vents, ceiling fans, drawers, shelves, cabinets, counter tops, and sinks at time of move-out.
- 7. Tenant to clean windows, blinds, and doors at time of move-out.
- 8. Tenants to clean bathrooms, commodes, tubs, showers, and faucets at time of moveout.
- 9. Tenant to have carpet professionally cleaned at time of move-out.
- 10. Tenant to have all floors in home cleaned at time of move-out.
- 11. Tenant to replace all A/C filters at time of move-out.
- 12. Tenant to replace all burnt-out light bulbs at time of move-out.
- 13. Before Tenant is to shut off electricity, tenant must turn off ice maker and empty remaining ice from the bin to avoid damage to property.
- 14. Tenant must return all keys and remotes for the property. A fine of \$100.00 for each missing remote will be assessed.
- 15. The Tenant will be responsible for the first \$75.00 for all repairs with the exception of the A/C, Furnace, Water Heater, and Roof. Payment will be due at time of service call.



All items listed above must be completed on or prior to the last day of lease. If not, Tenant may be charged a holdover fee.