

Tenant Criteria

This criteria is provided by Landlord in reference to the Property at **1726 Morse St, Houston, 77019**.

Pursuant to Property Code Section 92.3515, these Tenant Selection Criteria are being provided to inform Applicants of the parameters upon which Landlord will be basing their decision to lease the Property.

Criteria must be signed by Landlord and Applicant before acceptance of application.

Based on the information provided, Landlord may deny applications or may take other adverse actions against Applicants (including, but not limited to, requiring a co-signer or guarantor on the lease, requiring an additional deposit, or raising the rent to a higher amount than that for another Applicant).

Applicant will be notified if their application is denied, or another adverse action is taken based upon information provided or obtained from their credit report or credit score.

- 1. Criminal History:** Landlord will perform a criminal history check to verify the information provided by Applicant on the Lease Application. Landlord's decision to lease the Property to Applicant may be influenced by the information contained in the report.
- 2. Previous Rental History:** Landlord will verify Applicant's previous rental history using the information provided by them on the Lease Application. Applicant's failure to provide requested information, provision of inaccurate information, or information learned upon contacting previous landlords or referrals may influence Landlord's decision to lease the Property to them.
- 3. Current Income:** Landlord requires Applicant must document at least 3 times the rent as their monthly income. The Applicant must provide at least 3 month(s) of recent paystubs. If self-employed, Landlord will require 12 months of bank statements and 2 years of tax returns.
- 4. Other Income:** Including Child Support, Social Security or other will require 12 months' worth of Bank statements showing deposits a letter from the court, Social Security or Financial Professional.
- 5. Tenant ID:** Landlord requires a clear and legible copy of Driver's License for each Applicant 18 years or older.
 - a) If Applicant doesn't have US Drivers License, a copy of passport and visa will be requested
- 6. Credit History:** Landlord will obtain a Credit Reporting Agency (CRA) report, commonly referred to as a credit report in order to verify Applicant credit history.
 - a) Information Sources:** Source of credit and background information will be pulled using MySmartMove (www.mysmartmove.com). My Smart Move runs credit, criminal background and eviction history.
 - b)** Landlord/Landlord's Brokerage will initiate the MySmartMove report. Applicant will receive a link to input sensitive data confidentially. The report will be run by MySmartMove and report delivered to Landlord. Using MySmartMove avoids the need SSN's/sharing sensitive data.
 - c)** Landlord's decision to lease the Property to Applicant may be based upon information obtained from this report. Applicant will be notified if application is denied based upon information obtained from the credit report.
 - d) If Applicant is from overseas,** they may not have a US credit background / credit to check. In lieu of this they should provide a copy of their offer letter or Verification of Employment Letter.

LEASE - LANDLORD INITIAL TERMS & CONDITIONS & RENTAL CRITERIA

This letter will state position, salary, any allowances and job start date. The landlord and or their representative reserves the right to contact work and personal references provided.

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 as per current MySmartMove rate.
8. **Failure to Provide Accurate Information in Application:** Your failure to provide accurate information in your application or your provision of information that is unverifiable will be considered negatively and may result in Landlord deciding not to lease the Property to you.
9. **Data Privacy:** Berkshire Hathaway HomeServices Premier Properties has a Privacy Policy, such that neither Broker nor the REALTOR Associate will store a copy of your application on their hard drive. Your application will be sent to you via TransactionDesk and completed / signed / returned confidentially.

Additional Information to Tenant

1. The home will be managed by **Landlord**
2. All repair requests must be made in writing to **Landlord**.
3. The tenant should not repair anything in the home or source their own contractors without Landlord's permission. Doing so could result in the tenant being liable for the repair or actions of their contractor. Refer all repair requests and repairs to the Landlord.
4. Landlord & tenant will walk the residence prior to commencement of lease. Tenant will complete the Residential Lease Inventory And Condition Form (TAR-2006) confirming property's condition and noting any imperfections, along with photographic record of any deficiencies (as needed). The Residential Lease Inventory And Condition Form (TAR-2006) and any associated photos will be utilized during the move out walk-through with tenant on conclusion of lease.
5. The landlord will install fresh/new HVAC air intake filter(s) at beginning of lease term. The Tenant is requested to replace the air filter(s) every three months (and preferably every month through summer months). This will ensure the AC runs at its most efficient which helps lowering the cost of tenant's utility bills.
6. Tenant to provide proof of and maintain renter's insurance. This will include Tenant Flood Insurance and a minimum of \$300,000 liability insurance.
7. Deposit and first month rent are payable via **cashier checks (or direct deposit to Brokerage)**.
 - a. The deposit check will be payable to **DAVID R. LYNN** and paid **upon lease signing**.
 - b. First month rent check will be payable directly to the Landlord's Broker: **Berkshire Hathaway HomeServices Premier Properties** and paid before the lease start date, **before keys handed to Tenant**.
8. Landlord/Landlord representative will provide <24 hour written notice to enter property for non-emergency reasons. Landlord reserves the right to enter the property at any time for emergency reasons.
9. Upon written notice by Tenant to vacate, Landlord shall proceed to market and show the property to prospective buyers/tenants, and will provide tenant at least 2 hours notice of a scheduled showing to a potential buyer or tenant.

Lease / Contract Criteria

Landlord provides the following which must be accepted/understood by prospective tenant prior to application:

- A. Monthly Rent: \$2050 for 24+ mos (or \$2100 12-18 mos; or \$2150 12 mos), due on the 1st / first day of the month**
- B. Late Charges: Time at which late charges are incurred: 11:59 p.m. on the 5th day after the date on which rent is due.**
 - 1. Initial Late Charge: (a) \$225**
 - 2. Additional Late Charges: \$50 per day thereafter**
- C. Pets: Are NOT permitted however Landlord MAY consider on a case by case basis.** Landlord will consider on basis of type, breed, size, weight, number, and any other relevant information. Landlord decides.
 - (C1) If a pet is permitted, Landlord requires the tenant to sign a pet agreement and requires a one-time, non-refundable payment of \$350
 - (C2) Pet violation charges (in addition to any permitted by Landlord):
 - (a) an initial charge of \$500; and
 - b) \$250 per day thereafter.
- D. Security Deposit: 1 month rent \$ amount**
- E. Utilities: All utilities to be paid by Tenant except: None**
- F. Guests: Number of days guests permitted on Property: 14 days**
- G. Occupants: Number of persons permitted to live in Property: 2 (must be named on lease)**
- H. Vehicles: Number of vehicles permitted on Property: 2**
- I. Trip Charge: \$50**
- J. Key box: Authorized during last 30 days of lease: Early Withdrawal Fee: 1 month of rent**
- K. Inventory and Condition Form: To be delivered to landlord within 5 days**
- L. Yard: To be maintained by: Tenant. Water as needed**
- M. Repairs: Emergency phone number for repairs: Landlord / 713-301-9607**
- N. Appliances or items that will not be repaired: None**
- O. Special Provisions: None**
- P. Assignment, Subletting and Replacement Tenant Fees: 1 month rent**
- Q. Special Provisions: Tenant Dependent / TBA**
- R. Pool/Spa: To be maintained by: N/A**