Guide for Tenant and Rental Criteria

Disclaimer concerning the Use of this Guide: <mark>*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*</mark>.

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.

<mark>*ALWAYS have a conversation and document in writing your clients requirements for this particular property.*</mark>

Tenant and Rental Criteria

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

1114 Daria Drive   (**Street Address)**

Houston, TX 77079   (**City,State,Zip).**
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. **Criminal History:** 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. **Previous Rental History:** 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. **Current Income : Landlord requires tenant must document at least** **3** **times the rent as their monthly income. The tenant applicant must provide at least** **3** **month(s) of recent paystubs. If self-employed, Landlord will require** **3** **months of bank statements and** **2** **years of tax returns.**

4. **Other Income: Including Child Support, Social Security or other will require** **3** **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. **Credit History:** 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** **$45.00**   .

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 by Landlord when making the decision to lease the Property to you.

9. **Other:** **None.**

Landlord Requirements

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

A. <u>Monthly Rent</u>: Due on the ☑ first day of the month ☐ **N/A** _____

B. <u>Late Charges</u>: Time at which late charges are incurred: 11:59 p.m. on the **3rd**____ day after the date on which rent is due.
(1) Initial Late Charge: ☑ (a) $ **250.00**_____ ☐ (b) **N/A**_____ % of one month's rent.
(2) Additional Late Charges: $ **50.00**_____ per day thereafter.

C. <u>Pets</u>: ☐ not permitted ☑ permitted with the following restrictions *(size, weight, number, type)*: _____

    Max 2 pets; cats ok, dogs ok, with max weight of 40 lbs. and no aggressive breeds. Below amounts are for each pet.

(1) If a pet is permitted, Landlord requires the tenant to sign a pet agreement and requires:

☑ (a) a pet deposit of $**500.00**_____ in addition to the security deposit.
☐ (b) the monthly rent to be increased by $**N/A**_____
☐ (c) a one-time, non-refundable payment of $**150.00**_____

(2) Pet violation charges (whether pet is permitted or not permitted): (a) an initial charge of $**1,000.00**_____ ;

    and b) $**50.00**_____ per day thereafter.

D. <u>Security Deposit</u>: $; **3,800.00**_____

E. <u>Utilities</u>: All utilities to be paid by Tenant except: **No exceptions**_____

F. <u>Guests</u>: Number of days guests permitted on Property: **30**_____

G. <u>Vehicles</u>: Number of vehicles permitted on Property: **4**_____

H. <u>Trip Charge</u>: $ **100.00**_____

I. <u>Key box</u>: Authorized during last **45**_____ Days of lease: Early Withdrawal Fee $ **3,800.00**_____

J. <u>Inventory and Condition Form</u>: To be delivered within **2**_____ days

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: ☐ Landlord; ☐ Tenant;

M. <u>Repairs</u>: Emergency phone number for repairs: **(832) 208 6447**_____
    Appliances or items that will not be repaired: **See Special Provisions**

N. <u>Special Provisions</u>: **Agent is owner of the property. No smoking allowed, Tenant must maintain liability insurance and send it to Landlord before move in. No remodeling/painting without Landlord approval, Landlord walk through to check on condition of the property will call to make appointment, repairs due to the negligence of Tenant will be paid full by Tenant.**

O. <u>Assignment, Subletting and Replacement Tenant Fees</u>:
    (1) If procured by tenant: ☐ (i) $**0**_____ ; or ☐ (ii) **0**_____ % of one month's rent.
    (2) If procured by landlord: ☐ (i) $**0**_____ ; or ☐ (ii) **0**_____ % of one month's rent.

P. <u>Other</u>: **Landlord will not allow sublet of the property. Tenant is responsible for changing AC filters once every three months. Tenant is responsible for Pest control inside and outside of the house. Tenant is responsible to water the yard and take care of the garden to keep it in perfect condition.**

Landlord(s) Signature and Date: *Dennis Jimmy Lozano*

Carolina Montenegro

Tenant(s) Applicant Signature and Date: _____

Landlord Requirements