

Letter to Prospective Tenant(s)

Tenant Selection Criteria

Dear Prospective Tenant(s):

Below are the guidelines and requirements of our qualifying criteria. These criteria are being provided in reference to the property located at the following address: 112 Peggy Lane, Willis, TX 77378

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-signor 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. Application Fee: Landlord will provide the courtesy of reviewing Lease Application(s) which includes previous rental history/income/employment prior to tenant having to pay for a credit or criminal background check. If previous rental history/income/employment DO NOT meet Landlord’s criteria, no fee is required and applicant will be notified of denial. If previous rental history/income/employment DO meet Landlord’s criteria, Landlord will email a link requesting potential tenant(s) over the age of 18 to provide Landlord with a credit and criminal background check from MySmartMove. The cost of the report per applicant is approximately \$35-\$40. All occupants 18 years or age or older must complete a Residential Lease Application and are required to be on the lease as a resident. Email addresses for each applicant must be provided.

2. Criminal History: Landlord will perform a criminal history check 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. Any applicants who have been convicted of the following crimes may be denied: Any felony offenses, crimes against people or property (including sexual offenses or crimes against children), crimes involving manufacture or distribution of controlled substances, crimes involving solicitation or prostitution, crimes involving theft or robbery/burglary, violent crimes, crimes involving stalking or harassment, crimes involving weapons, and arson. Additional crimes not listed may result in an application denial as well.

3. Previous Rental History: Landlord will verify your previous rental history using the information provided by you on the Lease Application. The Landlord will call previous Landlords and ask questions about payment history, broken leases, pets, maintenance on property, condition of property on move out, and violations. 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.

Initials _____

(Previous Rental History Continued) If previous landlord reports any of the following, the applicant may be declined: late rent payments, eviction, broken leases, property damages, unpaid rent, slow pays, etc. Please include contact information for your previous landlord(s) and the dates you lived at the property. Owning your previous residence can take place of rental history.

4. Current Income: Landlord will ask you to verify your income as stated on your Lease Application. Depending upon the rental amount being asked for the property, the sufficiency of your income along with the ability to verify the stated income, may influence Landlord’s decision to lease the property to you. **The minimum net income requirement is 3 times the monthly rent amount.** Proof of income will be required. Applicants must provide proof of income for previous four months. Acceptable proof of income includes pay stubs, bank statements, and tax returns. Applicants who are self-employed will need to provide their most recent filed tax return along with two months of recent bank statements. Other sources of income including Social Security benefits, disability benefits, student loans, grants/scholarships, etc., may be considered. Applicant’s printed name must be on any proof of income that is submitted.

5. Employment: A minimum of two years of stable employment history is required. The landlord will verify employment with current and past employers and ask beginning date of employment, monthly gross income, and position(s) held.

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. Low credit scores may be considered, however, additional security deposits or co-signor(s) may be required. **A minimum score of 600 is required.** The following is a list of some categories which are evaluated: Ratio of good accounts to bad accounts, recent collections, eviction, bankruptcy, and foreclosure. A history of foreclosure does not mean an immediate denial, however, it may affect the Landlord’s decision. Applicant supplied reports will not be accepted.

7. Failure to Provide Accurate Information in Application: Your failure to provide accurate information on 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. **COMPLETE ALL SECTIONS OF THE LEASE APPLICATION!**

8. Photo I.D.’s & Social Security Numbers: All applicants must provide copies of driver’s licenses and social security cards.

9. Automatic Decline: Applicants will be automatically declined for the following: applicants that have been evicted from other properties, applicants that owe other property owners/landlords money, unpaid child support, current bankruptcy proceedings, invalid Social Security number(s), crimes listed under section two of this form, failure to provide credit history and criminal background check from MySmartMove, or any application(s) that have not been fully completed.

Initials _____

10. Multiple Offer Situation: The Landlord may select a Tenant, in a multiple-offer lease situation, based on the rental amount, terms and conditions found preferable to the Landlord.

Policies

1. Pets: NO PETS ARE PERMITTED. Service Animals assisting a handicapped person are allowed. Emotional Support Animals are allowed if the animal does not violate insurance policy restrictions or conditions. Emotional support animal may be denied if the insurance carrier would either cancel the policy, or adversely change the policy terms because of the presence of a certain breed of dog or a certain animal. Animals must be on flea preventative medication and current on shots.

2. Smoking: Smoking is not permitted inside the home/garage. Smoking is permitted outside of the home. If tenant does smoke outside, tenant understands that cigarette butts are considered trash/litter, and are to be disposed of in a proper manner. E-cigarettes/vaping is not permitted inside the home/garage.

3. Trampolines/Above Ground Pools: Trampolines and above ground pools are not permitted on the property under any circumstances.

4. Outdoor Cooking Equipment: BBQ pits and outdoor grills are permitted, however, they are not to be used on wooden decks or within 15 feet of the residence. Cooking materials such as woodchips, briquettes, lighter fluid, etc., are to be stored in a separate area from outdoor cooking equipment.

5. Boats/Campers/RV's/Trailers: No boats, campers, RVs, or trailers are allowed to be stored on the property without written consent of the landlord.

6. Utilities: It is the responsibility of the tenant(s) to have ALL utilities (Electricity, Water/Sewer) transferred to their name **ON OR BEFORE** the commencement date. The Landlord will have ALL utilities setup to be disconnected on the day the lease begins.

7. Renter's Insurance: The Landlord's insurance policy does NOT cover the tenant's belongings. Landlord requires tenant to obtain renter's insurance with landlord named as additional insured for the lease term.

8. City Rules and Regulations/Deed Restrictions: This property is located in the city limits of Willis. City rules and regulations can be found on city website: www.ci.willis.tx.us. It is the tenant's responsibility to read and understand the rules and regulations prior to signing lease.

9. Method of Rent Payment: Landlord will require monthly rent to be paid by electronic payment transfer or automated drafting.

10. Yard Maintenance Tenant will be responsible for maintaining the yard. Tenant will be required to mow/trim/ water the lawn, trim hedges, and maintain flower beds. Do not burn trash/yard waste in the back yard!

Initials _____.

