

## Rental Application Standards

### **Misrepresentation**

Misrepresentation of any information on the application shall be grounds for denial.

### **Number of occupants**

No more than two occupants per bedroom will be allowed. No more than two adults per dwelling unit will be allowed.

### **Income and ability to pay**

An applicant should have a gross monthly income equal to a minimum of 3 times the monthly rent amount. Total household debt shall not exceed 50 per cent of household income. Non-taxable income will be calculated by applying a factor of 1.33. An exception may be made by presentation of an acceptable budget. Applicants without employment and income solely from SSI or unemployment may be denied. Applicants must have full amount of rents and deposits in advance of possession. Other arrangements may be made solely at the discretion of the lessor.

### **Rental References**

An applicant must have an acceptable rental reference in regards to timely payment of rent and ability to maintain the property in good condition inside and out. An exception may be made for an applicant who has been a homeowner and does not have a current rental reference. References from relatives only shall not constitute an acceptable reference. Denial shall be made if previous landlords report significant complaint levels of noncompliance activity including, but not limited to (a) Repeated disturbance of the neighbors' peaceful enjoyment of the area, (b) Reports of gambling, prostitution, drug dealing or drug manufacturing, (c) damage of the property beyond normal wear, (d) Reports of violence or threats to landlords or neighbors, (e) Allowing persons not on the lease to reside on the premises, (f) Failure to give proper notice when vacating the property, or (g) Previous landlords would be disinclined to rent to you again for any other reason pertaining to the behavior of yourself, pets, or others allowed on the property during tenancy.

### **Credit**

An applicant must have an acceptable credit report. Multiple late payments, bankruptcies, and collection accounts shall constitute grounds for denial of the application. An explanation of poor credit may be considered by the lessor.

### **Criminal Records Check**

Criminal records that show a history of arrest for any type of crime that would be considered a threat to real property or the ability of other residents to peacefully enjoy the premises shall be grounds for denial of an application. Any record of arrest for manufacturing, distribution, or use of controlled substances shall be grounds for denial. Any record of arrest for violent acts or sexual crimes shall be grounds for denial.

### **Evictions**

Any record of eviction during the past five years shall be grounds for denial. The lessor may consider an explanation if a good rental history has followed.

## Procedures

### **Processing Fee**

All applicants will pay a \$35.00 processing fee. Since once your application is received, other applications will not be accepted and other showings of the property will be cancelled, this fee is non-refundable under any circumstances. There will be an additional \$25.00 fee for each additional applicant.

### **Deposit**

A security deposit is taken for a successful applicant. This deposit is conditionally refundable at the end of your tenancy. An amount equal to the total deposit (except additional for pets) is due upon acceptance of the application to hold the property. This amount is applied to the total refundable deposit. Upon terminating the tenancy, the deposit is fully refundable (except for carpet cleaning) if no damage is noted, all general cleaning is satisfactorily completed, and all accounts are current. After a deposit is made to secure property for rent, it is non-refundable if applicant should decide not to sign the Rental Agreement. A move-in date will be agreed to when a deposit to hold the property is made. This date will be noted on the receipt for funds issued at that time. If applicant wishes to delay date of move-in, then applicant shall be responsible for rent from the original date agreed upon. Move-ins should be scheduled for the hours of 9am to 4:30pm, Monday through Friday. You should not expect to take possession on a weekend or after normal business hours.

All funds due must be paid prior to move-in. If any special arrangements are to be made for payments, those arrangements must be made at this time, not at a future date. If at time of move-in all funds cannot be paid, lessee must delay move-in until funds are available, but will be responsible for rent from the original move-in date that was agreed to. Tenants moving in during the last 10 days of the month will be expected to pay the rent for the remainder of the month they move in plus the rent for the following month. An additional amount for pets will be added to the total refundable security deposit. Rottweilers, Dobermans, Akitas, Pit Bulls and any other *attack-type* dogs are not acceptable under any circumstances. A vacating lessee is expected to immaculately clean the premises to the same standard as which it was found upon move-in. Upon vacancy, Oak Tree Realtors will have any carpets professionally cleaned, and lessee will be charged for the same from their security deposit. Should there be items that have not been satisfactorily cleaned by lessee, then deductions from the security deposit will may be made. No last month's rent is taken. Upon giving 30-day's notice, the tenant must pay the rent for the final month. It cannot be deducted from the security deposit.

All funds paid for rent and security deposits prior to and at the time of move-in must be in the form of cash, cashier's check or money order. No personal checks can be accepted at those times. After that point, personal checks are acceptable. Funds for the security deposit need to be separate from those for rents. After the rental period begins, if a lessee has two NSF checks, then personal checks will no longer be accepted.

### **End of Tenancy (giving notice)**

When lessee gives 30-day notice to vacate, the notice must be in writing and will take effect on the day the notice is received by Oak Tree. The lessee is responsible for rent for a period of 30 days from the date of the notice. The date of the notice is considered *Day 1*. Verbal notices are not acceptable. If the end of the 30-day period extends into the following month, then pro-rated rent for that period is due on the 1<sup>st</sup> of that month. A late fee will be charged in accordance with normal policy.

Lessee shall be responsible for rent until the day that keys are returned to the office, the last day of the notice period, or when lessee's possessions are removed from the property, whichever occurs latest. When keys are returned or lessee's possessions are removed from the premises, the property will be considered to be vacated, and Oak Tree may enter to begin cleaning and repairs. That does not mean that you will not be responsible for the full 30 days rent, even if you leave early. If you do leave early and we re-rent the property for a period of time that you have paid for, you will receive credit back. We will give you a minimum of 24 hours notice that we will be showing the property. If you cannot be reached personally, we will leave a message on your answering machine or post a note on your door indicating our intentions to show the property. If you cannot be home, Oak Tree has the right to show the property in your absence. We must generally show properties during normal working hours, but occasionally will need to make arrangements to show during early evening hours or on a weekend.

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Signature

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