**APARTMENT RENTAL APPLICATION**

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# BASIC RENTAL CRITERIA

▪All applicants must be at least eighteen (18) years of age or older.

▪Applicant must have verifiable current employment or income with a gross monthly income of at least one (1) times the rental rate. In the event that the applicant has been at his or her current job for a period of six (6) months or less, then the applicant must provide verification of prior employment. Should the applicant be self-employed, he or she must then provide a copy of the previous year's tax return.

▪Applicant must have a verifiable rental reference of six (6) months or more with a lease term fulfilled and a copy of the thirty (30) day written notice to vacate current or previous address provided. Applicant must not have more than two (2) late payments and/or non-sufficient fund (NSF) checks in one (1) year of residency. Any applicant with questionable rental history or a prior eviction may be subject to denial of application.

▪Applicant credit reports must be in good and acceptable standing. Medical collection accounts will be the only exception in determining acceptable credit. Personal bankruptcies shall be allowable as long as the applicant meets all other qualifications and criteria and has re-established a good credit rating.

▪Any and all adults must complete a rental application, pay an application fee of $50.00, be listed on the lease as a resident, and have full liability to fulfill all terms and conditions of the lease.

▪Roommates must each have a gross monthly income of at least one (1) times the rental rate, and they must each fill out an application and pay an application fee and meet qualification criteria.

▪The non-refundable application fee must be paid before the approval process can begin.

▪Applicants must consent to a background and criminal investigation search. Criminal charges and/or convictions may be grounds for denial.

▪**MAXIMUM OCCUPANCY STANDARDS:**

1. Bedroom has a maximum occupancy of two (2) persons
2. Bedroom has a maximum occupancy of four (4) persons
3. Bedroom has a maximum occupancy of six (6) persons
4. Bedroom has a maximum occupancy of eight (8) persons

▪A family may occupy a rental unit as long as the family does not exceed a maximum of two (2) persons per bedroom plus a child who is less than twelve (12) months old and who sleeps in the same bedroom with the child's parent or guardian. If the applicant is pregnant or has a child less than six (6) months old at the time of moving in and the newborn child reaches twelve (12) months of age during the lease term, the resident may stay in the unit for the duration of the lease term. However, if the number of residents exceeds the maximum per bedroom limit because the newborn reaches or exceeds the twelve (12) months limitation at the end of the lease term, the applicant must apply for and if accepted move into a larger unit, if available. Under no circumstances can the applicant remain in a unit where occupants exceed the maximum occupancy standards.

I have read and agree to the above rental criteria requirements.

(Applicant Signature) (Dated)

**RENTAL SCREENING APPLICATION**

**LANDLORD INFORMATION**

**Landlord Name:**Linc Realty, LLC

**Landlord Address:**

**Landlord City, State, ZIP Code:**

**LandlordEmail:**lincrealty2022@gmail.com

**Landlord Telephone:**

**Landlord Fax:**

**RENTAL PROPERTY INFORMATION**

**Rental Property Name:**The Falcon Apartments

**Property Address:**

**Landlord City, State, ZIP Code:** Martinsville, Virginia 24112

**Number of Bedrooms:**

**APPLICANT INFORMATION**

 **Applicant Name:**

**DateofBirth:**

**SocialSecurityNumber:**

**CurrentAddress:**

**PhoneNumber:**

**EmailAddress:**

**How long at current address?**

 **Previous Address:**

**How long at previous address?**

 **Previous Landlord:**

 **Landlord Phone Number:**

 **Previous Landlord:**

 **Landlord Phone Number:**

**APPLICANT EMPLOYMENT HISTORY**

 **Current Employer:**

**CurrentSupervisorName:**

**CurrentEmployerAddress:**

**CurrentEmployerTelephone:**

 **Position Held:**

 **Period of Time Employed:**

 **Previous Employer:**

 **Previous Supervisor Name:**

**Previous Employer Address:**

**Previous EmployerTelephone:**

 **Previous Position Held:**

 **Period of Time Employed:**

**FINANCIAL HISTORY**

 **Applicant Monthly Income:**

**FAMILY OR ROOMMATE INFORMATION**

**NameofPerson**

**RelationshiptoApplicant**

**PERSONAL REFERENCES**

 **Name:**  **Relationship:**

 **Years Known:**  **Phone Number:**

 **Name:**  **Relationship:**

 **Years Known:**  **Phone Number:**

**VEHICLE INFORMATION**

**Vehicle Make: Vehicle Model:**

**Year: License State:**

**Plate:**

**PERSONAL HISTORY**

|  |  |  |  |
| --- | --- | --- | --- |
| **Do you smoke?****Have you ever been evicted?**If answered yes, please describe when and what happened:**Have you ever declared bankruptcy?**If answered yes, please describe when and what happened:**Have you ever been convicted of a crime?**If answered yes, please describe when and what happened: |  | YesYesYesYes | NoNoNoNo |
|  |  |  |  |
| **EMERGENCY CONTACT** |
|  **Name:**  | **Name:**  |  |

 **Relationship: Relationship:**

 **Phone Number: Phone Number:**

**APPLICANT CERTIFICATION**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, certify that the information provide in this Rental Application is true and correct to the best of my knowledge as of the date set forth below. I acknowledge that the Landlord shall rely on the information contained herein and I authorize the Landlord to verify any or all information provided.

(Applicant Signature) (Dated)

**FAIR HOUSING DISCLOSURE**

The Fair Housing Act of 1968, as amended by the Fair Housing Act Amendments of 1988, prohibits discrimination in housing based on race, color, national origin, religion, sexual orientation, handicap, or familial status. Except as permitted by the Housing for Older Persons Act of 1955, we are committed to complying with the letter and spirit of the laws which administers compliance with the fair housing laws in the United States Department of Housing and Urban Development.

# DISCLOSURE AND AUTHORIZATION FOR BACKGROUND INVESTIGATION

I hereby authorize LINC REALTY, LLC, the Landlord to whom I am making the Rental Application, to obtain a consumer and background report. A "consumer and/or background report" includes any information as to my credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living. I understand this consumer or background report may include inquiries regarding my work history, personal financial status and credit history, court records, including criminal conviction record, as permitted by law, driving history, and references from professional and/or personal associates. I further understand and agree that a consumer report may be obtained at any time, and any number of times, as the Landlord in their sole discretion determines necessary before, during or after the acceptance of the Rental Application.

I hereby authorize all previous employers, landlords, educational institutions, consumer reporting agencies and other persons or entities having information about me to provide such information to LINC REALTY, LLC. I further fully release LINC REALTY, LLC, his or her employees, officers, agents, successors and assigns, and all other parties involved in this background investigation, including but not limited to investigators, credit agencies and those companies or individuals who provide information to LINC REALTY, LLC concerning me, from any claims or actions for any liability whatsoever related to the process or results of the background investigation.

I understand that I can receive a free copy of any credit report requested by LINC REALTY, LLC about me at the same time the report is provided to LINC REALTY, LLC.

I hereby state that I **wish to / do not wish to** receive a copy of any credit report requested. *(please circle one)*

I understand that approval of my Rental Application maybe contingent upon the outcome of my background check, and that this Disclosure Authorization is not meant as an approval of the Rental Application.

I have received and read the "Disclosure" regarding LINC REALTY, LLC's right to procure a consumer and/or background report.

(Applicant Signature) (Dated)

Applicant Name Social Security Number

Driver's License Number State of Issue

**Current Address:**  **Previous Address:**

**Rental Application State Requirements**

**CALIFORNIA**:

(Cal. Civ. Code § 1950.6.) Here are key provisions of the California law:

* Landlords may charge a maximum screening fee of $35 per applicant. This figure may be updated annually by changes in the Consumer Price Index for the nearest metropolitan area.
* This screening fee may be used for "actual out-of-pocket costs" of obtaining a credit report, plus "the reasonable value of time spent" by a landlord in obtaining a consumer credit report or checking personal references and background information on a rental applicant.
* A landlord who uses the screening fee to obtain the applicant's credit report must give the applicant a copy of the report upon his or her request.
* If you spend less (for the credit report and your time) than the screening fee you collected, you must refund the difference. A landlord who never gets a credit report or checks references on an applicant must refund the entire screening fee.
* Unless the applicant agrees in writing, a landlord may not charge a screening fee if no rental unit is available. However, if a unit will be available within a reasonable period of time, a landlord may charge the fee without obtaining the applicant's written permission.

**DELAWARE**:

Landlords can only charge the greater of one month's rent or $50 for an application fee.

**FLORIDA**:

Under Florida rental application laws, a military service member must be informed of the approval or non-approval of their rental application within seven days after it has been given.

**MARYLAND**:

If the landlord rents more than five units in one location, the actual rental application form must specify the applicants' obligations and rights surrounding the application fee. In addition:

* Every application fee must stay separate from every security deposit.
* Maryland doesn't place any limits on how much a landlord can charge for the application fee
* Application fees are non-refundable

**MASSACHUSETTS**:

As of August 2014 landlords may NOT collect application fees from applicants.

**MINNESOTA**:

The landlord should not charge more than what the screening service charges any extra funds must be refunded back to the applicant.

**NEW YORK**:

Landlord must disclose that the data may be used to access a tenant screening report and specify the reporting agencies used.

If the housing provider makes a decision that leads to adverse action (denial) against the potential tenant, they must inform them in writing. Those adversely impacted have a right to access and review the reported data at no cost and dispute any information deemed as inaccurate.

Application fees on apartments are limited to $20, even if they include a background check.

**VERMONT**:

 Landlords can NOT charge an application fee.

**VIRGINIA**:

A landlord can charge up to **$50 non-refundable** for an application fee that is used to pay for screening services. The landlord may charge a separate application deposit that must be refunded within 20 days to any tenants denied the rental.

**WASHINGTON**:

(RCW 59.18.257) Here are key provisions of Washington State laws:

Prior to obtaining any information about a prospective tenant, the prospective landlord must first notify the prospective tenant in writing of the following:

1. What types of information will be accessed to conduct the tenant screening;
2. What criteria may result in denial of the application.
3. If a consumer report is used, the name and address of the consumer reporting agency and the prospective tenant's rights to obtain a free copy of the consumer report in the event of a denial or other adverse action, and to dispute the accuracy of information appearing in the consumer report; and
4. Whether or not the landlord will accept a comprehensive reusable tenant screening report made available to the landlord by a consumer reporting agency.

The amount charged as application fee may not exceed the customary costs charged by a screening service in the general area. The prospective landlord's actual costs may include costs incurred for long distance phone calls and for time spent calling landlords, employers, and financial institutions. Otherwise, the application fee must be the exact amount of the background check and the landlord must show a receipt to show the actual cost of that background check.

Also, if a prospective landlord takes an adverse action, the prospective landlord shall provide a written notice of the adverse action to the prospective tenant that states the reasons for the adverse action. The adverse action notice must contain the following information in a substantially similar format:

ADVERSE ACTION NOTICE

Name

Address

City/State/Zip Code

This notice is to inform you that your application has been:

..... Rejected

..... Approved with conditions:

..... Residency requires an increased deposit

..... Residency requires a qualified guarantor

..... Residency requires last month's rent

..... Residency requires an increased monthly rent of $........

..... Other:

Adverse action on your application was based on the following:

..... Information contained in a consumer report (The prospective landlord must include the name, address, and phone number of the consumer reporting agency that furnished the consumer report that contributed to the adverse action.)

..... The consumer credit report did not contain sufficient information

..... Information received from previous rental history or reference

..... Information received in a criminal record

..... Information received in a civil record

..... Information received from an employment verification

Dated this ..... day of ........, ....(year)

Agent/Owner Signature"

**WISCONSIN**:

The landlord cannot charge more than $20 for an application fee and must give a copy of the background report to the tenant.