



## Rental Criteria

1. All potential tenants who are 18 years or older shall complete a rental application and pay the application fee of \$35. The exception is persons who have written proof that they have a power of attorney and can sign legal documents on behalf of another, "care givers of live-in aides" and persons who can't legally enter into a contract.
2. Source of Income: Any legal verifiable source of income is acceptable. We expect that applicants earn/have a minimum of 3 times the monthly rent amount each month gross of verifiable income. If there will be a co-signer/guarantor, then their monthly gross income shall be 4 times the gross monthly rent. This shall be based upon an aggregate gross monthly income of the applicants. If the applicant's expenses exceed the monthly rent, then they shall have a co-signor/guarantor. The co-signor/guarantor shall sign a separate "guarantor" agreement and not be on the lease.
3. Maximum number of occupants is two persons per bedroom plus one additional person for the unit.
4. If information given on the application is false, the applicant will be denied. If it is discovered that false information was provided after the applicant signs a lease and becomes a resident, the tenancy will be terminated pursuant to a 3-Day Notice for fraud.
5. First qualified applicant shall be accepted. Auto-approval means applicant meets all minimum rental standards.
6. Rental History: Applicant shall be denied if applicant received warning letters or notices for lease violations, was harassing staff (documented with warning letters or notices) or engaged in any other behaviors in violation of the lease such as loud parties or other disruptive behavior. A single lease violation notice or warning received may be grounds for denial based on severity of the behavior.
7. Disturbances – An applicant shall have no more than one disturbance in a 12-month period for sound or other minor violation. Should the applicant be found to have been in a physical altercation with another tenant or neighbor their application shall be denied. If the applicant is the victim of physical or psychological abuse, stalking or other similar situation then the above provision shall not apply.
8. Applicants who have gone through foreclosure within the past 3 years or have no rental history shall pay 2-times the monthly rent as a security deposit.
9. Past evictions: If a person has a past eviction within 3 years then they shall be denied.
10. Late Rent: If an applicant has been late with the rent 2-3 times, the applicant shall be conditionally approved with 2-months security deposit. An applicant who has a history of being late with rent more than 3 times in a 12-month period shall be denied. Applicants who have no more than 1 NSF checks may be conditionally approved with 2-month security deposit. Applicants that have more than 1 NSF check in a 12-month period shall be denied. An applicant who has one 3-day pay or quit notice issued in a 12-month period shall be denied.
11. Damages to former property – All rental property debts shall be paid in full prior to the applicant being approved. If applicant has not paid for prior damage to their previous rental property, then the applicant shall be denied. In accordance with California law, landlord does not take into consideration unpaid COVID-19 rental debt (rent that became due from 3/2020 to 9/2021) when evaluating a rental application.



12. Credit history – No applicant shall have more than \$300.00 of outstanding bad debt or charge offs other than medical and student loan. An applicant with a FICO score of above 640 with no outstanding bad debt or charge offs shall be approved. An applicant with \$300.00 or less of outstanding bad debt or charge offs excluding medical and student loan or a credit score of less than 640 but more than 550 shall be conditionally approved by paying a 2-month security deposit.
13. Bankruptcy – A tenant shall be conditionally approved if they have filed bankruptcy in the past 7 years as long as they meet above requirements by paying a 2-month security deposit.
14. No credit – If an applicant has no or little credit then they shall be conditionally approved by having a co-signer/guarantor and pay a 2-month security deposit.
15. Upon acceptances of the applicant, they shall provide a copy of a government issued photo ID to attached with the lease. No photocopies of Military IDs will be accepted. Proof of citizenship is not a criterion for determining acceptance of an applicant.
16. Criminal background check – No applicant shall be denied based solely on a criminal background check unless they are convicted of manufacturing or distribution of illicit controlled substances.
17. Illegal drug use/manufacturing of illegal drugs – No applicant shall be approved if they have been convicted of manufacturing or distributing illegal drugs. An applicant who is currently using illegal controlled substances shall also be denied tenancy. Landlord will consider mitigating circumstances and perform an individualized assessment before denying an application based on criminal history.
18. Pets – No pet shall be more than 25 pounds in an apartment/duplex/triplex or more than 60 pounds in a single family detached home. There shall be no more than 2 pets allowed. A separate pet addendum shall be signed. There shall be no breed allowed that is prohibited by the owner’s insurance company, including, but not limited to, Rottweiler, Pit Bull, Doberman Pincher or other breeds disallowed by the insurance company. As this information is subject to change, Landlord will provide current information to applicants who request to keep a pet. Assistance animals are not considered pets and are not subject to the same breed restrictions, pet deposits, or pet rent.
19. No smoking – No smoking is allowed in any rental unit or in the common area of our rental properties.
20. Senior Housing: If there is an age restriction for the community, then the applicants shall comply with community age restrictions.
21. Applicants who are rude or otherwise disrespectful to Encore Realty, Inc. staff during the leasing process may be denied based upon actions of the applicant at the sole discretion of Encore Realty, Inc. management/staff. Denial based on rude or disrespectful behavior will be limited only to cases where the applicant displays repeated aggressive, bullying, threatening or intimidating behavior which creates a hostile work environment for staff.

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Date

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Date