

1492 Rosehill rental addendum

PLEASE provide the following documentation and answers to questions

With completed application for submission to local owner/landlord.

1. Proof of employment: Please blot out any SS numbers.
2. Proof of funds to move in: Please blot out any account numbers
3. Last residence address and landlord name and phone number, if rented
4. Nearest relative name and address- do they own/rent
5. Proof of income for all parties living in home over 18.
6. One Application for each adult living at home.
7. Each renter over 18 must supply the above information.
8. Credit report with account payment history and fico scores.
9. Any explanations you feel necessary to any of the above information for the landlord to consider.

Property is available for immediate move in once Owner/Landlord approves new occupant.

Remember: We will NEVER ask you for a deposit, check, cash, finders fee on this home. You will be finalizing this process directly with local Owner/investor/landlord.



APPLICATION TO RENT

Prepared by: Agent _____
Broker _____

Phone _____
Email _____

NOTE: This form is used by a leasing agent, property manager or landlord when an individual prospective tenant applies to rent a property and they are screened for creditworthiness and qualification for payment of rent, to obtain financial, employment and personal information on the tenant and authorize the landlord to obtain a credit report.

DATE: _____, 20____, at _____, California.

THIS CREDIT APPLICATION is for payment of monthly rent in the amount of \$_____.

Property address: _____
Received from Applicant(s) \$_____ cash, or check, for a consumer credit report which is a non-refundable cost and not a deposit.

Received from Applicant(s) \$_____ cash, or check, as a deposit toward the first month's rent on Landlord's acceptance of the applicant's creditworthiness.

Applicant(s):

Applicant One _____ Date of Birth ____/____/____

(Name) _____ Social Sec. # _____ Drivers Lic. # _____ State _____

Phone _____ Cell _____ Email _____

Applicant Two _____ Date of Birth ____/____/____

(Name) _____ Social Sec. # _____ Drivers Lic. # _____ State _____

Phone _____ Cell _____ Email _____

Additional Occupant(s): Name _____
Name _____

Rental History: Have you ever been party to an eviction? Yes No Filed bankruptcy? Yes No

Present Address _____

City _____ Zip _____

Length of Residency _____ Monthly Rent \$ _____

Landlord/Agent _____ CalBRE #: _____

Address _____

Phone _____ Cell _____ Email _____

Reason for Moving _____ Moving Date ____/____/____

Previous Address _____

City _____ Zip _____

Length of Residency _____ Monthly Rent \$ _____

Landlord/Agent _____ CalBRE #: _____

Address _____

Phone _____ Cell _____ Email _____

Employment:

Applicant One

Employer _____

Address _____

Phone _____ Cell _____ Email _____

Length of Employment _____ Position _____ Wages _____

Pay Period _____ Union _____

Previous Employer _____

Address _____

Phone _____ Cell _____ Email _____

Applicant Two

Employer _____

Address _____

Phone _____ Cell _____ Email _____
Length of Employment _____ Position _____ Wages _____
Pay Period _____ Union _____
Previous Employer _____
Address _____

Phone _____ Cell _____ Email _____
Additional Income Amount \$ _____ Source _____
Recipient _____

General Credit Information:

Automobile One: Make _____
Year _____ Model _____ Lic. #/State _____
Lender _____

Automobile Two: Make _____
Year _____ Model _____ Lic. #/State _____
Lender _____

Bank/branch _____
Check acc. # _____ Savings Acc. # _____

Bank/branch _____
Check acc. # _____ Savings Acc. # _____

Credit References:

1. _____
Address _____
Account # _____ Balance due \$ _____ Phone _____
2. _____
Address _____
Account # _____ Balance due \$ _____ Phone _____

Personal Reference _____
Address _____
Phone _____ Cell _____ Email _____

Personal Reference _____
Address _____
Phone _____ Cell _____ Email _____

Nearest relative (name/relationship) _____
Address _____
Phone _____ Cell _____ Email _____

Emergency Contact (name/relationship) _____
Address _____
Phone _____ Cell _____ Email _____

I/We declare all information given in this application is true and correct. I/We authorize your credit reporting agency to obtain and verify a complete consumer report and supply the information obtained to you. This information is not privileged.

Date: _____, 20_____
Name: _____

Signature: _____
(Applicant 1)

Name: _____

Signature: _____
(Applicant 2)

I acknowledge receipt of this credit application and accompanying payment.

Landlord: _____

Signature: _____

Phone: _____

Email: _____

CALIFORNIA TENANTS

A GUIDE TO RESIDENTIAL TENANTS' AND LANDLORDS' RIGHTS AND RESPONSIBILITIES

INTRODUCTION

What should a **tenant** do if his or her apartment needs repairs? Can a **landlord** force a tenant to move? How many days notice does a tenant have to give a landlord before the tenant moves? Can a landlord raise a tenant's rent? *California Tenants—A Guide to Residential Tenants' and Landlords' Rights and Responsibilities* answers these questions and many others.

Whether the tenant is renting a room, an apartment, a house, or a duplex, the landlord-tenant relationship is governed by federal, state, and local laws. This booklet focuses on California laws that govern the landlord-tenant relationship, and suggests things that both the landlord and tenant can do to make the relationship a good one. Although the booklet is written from the tenant's point of view, landlords can also benefit from its information.

Tenants and landlords should discuss their expectations and responsibilities before they enter into a rental agreement. If a problem occurs, the tenant and landlord should try to resolve the problem by open communication and discussion. Honest discussion of the problem may show each party that he or she is not completely in the right, and that a fair compromise is in order.

If the problem is one for which the landlord is responsible (see pages 37–40), the landlord may be willing to correct the problem or work out a solution without further action by the tenant. If the problem is one for which the tenant is responsible (see pages 37–40), the tenant may agree to correct the problem once the tenant understands the landlord's concerns. If the parties cannot reach a solution on their own, they may be able to resolve the problem through **mediation** or **arbitration** (see page 82). In some situations, a court action may provide the only solution (see pages 46–48, 64–65, 72–78).

The Department of Consumer Affairs hopes that tenants and landlords will use this booklet's information to avoid problems in the first place, and to resolve those problems that do occur.

HOW TO USE THIS BOOKLET

You can probably find the information you need by using this booklet's Table of Contents, Index, and Glossary of Terms.

TABLE OF CONTENTS

The Table of Contents shows that the booklet is divided into nine main sections. Each main section is divided into smaller sections. For example, if you want information about the rental agreement, look under "Rental Agreements and Leases" in the "BEFORE YOU AGREE TO RENT" section.

your credit report (you may have to pay a fair and reasonable fee for the score), or purchase your score from a vendor.³¹

APPLICATION SCREENING FEE

When you submit a rental application, the landlord may charge you an application screening fee. In 2011, the landlord may charge up to \$42.41, and may use the fee to cover the cost of obtaining information about you, such as checking your personal references and obtaining a credit report on you.³²

The application fee cannot legally be more than the landlord's actual out-of-pocket costs, and, in 2012, can never be more than \$49.50. The landlord must give you a receipt that itemizes his or her out-of-pocket expenses in obtaining and processing the information about you. The landlord must return any unused portion of the fee (for example, if the landlord does not check your references).

The landlord can't charge you an application screening fee when the landlord knows or should know that there is no vacancy or that there will be no vacancy within a reasonable time. However, the landlord can charge an application screening fee under these circumstances if you agree to it in writing.³³

If the landlord obtains your credit report after you've paid the screening fee, the landlord must give you a copy of the report if you request it.³⁴ As explained in the section on "Credit Checks," it's a good idea to get a copy of your credit report from the landlord so that you know what's being reported about you.

Before you pay the application screening fee, ask the landlord the following questions about it:

- How long will it take the landlord to get a copy of your credit report? How long will it take the landlord to review the credit report and decide whether to rent to you?
- Is the fee refundable if the credit check takes too long and you're forced to rent another place?
- If you already have a current copy of your credit report, will the landlord accept it and either reduce the fee or not charge it at all?

If you don't like the landlord's policy on application screening fees, you may want to look for another rental unit. If you decide to pay the application screening fee, any agreement regarding a refund should be in writing.

HOLDING DEPOSIT

Sometimes, the tenant and the landlord will agree that the tenant will rent the unit, but the tenant cannot move in immediately. In this situation, the landlord may ask the tenant for a **holding deposit**. A holding deposit is a deposit to hold the rental unit for a stated period of time until the tenant pays the first month's rent and any security deposit. During this period, the landlord agrees not to rent the unit to anyone else. If the tenant changes his or her mind about moving in, the landlord may keep at least some of the holding deposit.

Ask the following questions before you pay a holding deposit:

- Will the deposit be applied to the first month's rent? If so, ask the landlord for a deposit receipt stating this. Applying the deposit to the first month's rent is a common practice.

³¹ Civil Code Sections 1785.15(a)(2), 1785.15.1, 1785.15.2; 15 United States Code Section 1681g(f). Vendors include www.TransUnion.com, www.Experian.com, www.Equifax.com, and www.myfico.com.

³² Civil Code Section 1950.6. The maximum fee is adjusted each year based on changes in the Consumer Price Index since January 1, 1998. In 2012, the maximum allowable fee is \$49.50.

³³ Civil Code Section 1950.6(c).

³⁴ Civil Code Section 1950.6(f).

THE CALIFORNIA TENANT BILL OF RIGHTS

All California renters, regardless of age, ancestry, class, color, immigration status, national origin, race, gender, gender identity, sexual orientation, sex, religion, disability, or marital status, have the right to:

1. A place to call home
2. An affordable rent
3. Freedom from arbitrary eviction, retaliation & discrimination
4. Safe & healthy living conditions
5. Strong consumer protections
6. Full & fair access to the courts
7. Tenant organizing without interference
8. Self-determination
9. Government policy that prioritizes renters
10. Respect and regard equal to that of homeowners

1. A place to call home

No tenant shall be forced into homelessness; the right to one's home shall be paramount. The right to a home includes the right to privacy within that home.

2. An affordable rent

Californians pay the second highest rents in the nation. Proven strategies like rent control can contain rents. Public ownership, housing subsidy programs, land trusts, and other approaches can provide long-term affordability. State laws like Costa Hawkins present a major obstacle and must be repealed or reformed.

3. Freedom from arbitrary eviction, retaliation & discrimination

Arbitrary eviction remains legal in most of California. Just cause for eviction laws are essential. Tenants deserve security in their homes and must not be displaced except for good cause. Too often, evictions are the result of retaliation and discrimination which are illegal, but enforcement is problematic. The state must outlaw arbitrary eviction and aggressively prosecute retaliation and discrimination against tenants.

4. Safe & healthy living conditions

Slumlords must be held accountable. Tenants across the state are getting sick because slumlords won't comply with the law. Code enforcement in many communities is useless. Tenants need access to strong code enforcement and recourse against landlords that refuse to make repairs.

5. Strong consumer protections

Tenants regularly deal with exorbitant fees, security deposit theft, credit blacklisting and other abusive practices. Tenants need meaningful enforcement of existing laws and strengthening of weak consumer protection laws.

6. Full & fair access to the courts

The courthouse doors are increasingly shut to tenants. Tenants need the right to counsel when they face eviction. Tenants deserve judges who will apply the law free of property-rights bias.

7. Tenant organizing without interference

The freedom to organize one's neighbors is essential to improving living conditions and building tenant power. There is power in numbers. Tenants must be free to organize without interference by landlords.

8. Self-determination

Too often, tenants are ignored when decisions are made about our homes and communities. Tenants deserve to have our voices heard, whether on resident councils, in legislative chambers, or through alternative property ownership and governance structures. Housing is a communal resource, even if privately owned, and the owners' rights must be balanced with the rights of tenants to determine the fate of our homes and communities.

9. Government policy that prioritizes renters

Current government policy favors the interests of property owners over those of tenants. Funding for affordable rental housing has plummeted in the last thirty years. Modest programs like the renters' rebate have been slashed, while property owners continue to get subsidies. Government agencies routinely fail to enforce tenant protection laws. Tenants deserve better. Fair treatment under the tax code, government enforcement of tenant protection laws, and preservation and expansion of affordable housing must be prioritized. Where development occurs, it must be without displacement.

10. Respect and regard equal to that of property owners

The worth of a human being must not be measured by the ownership of a deed to property.