

Notice to Rental Applicants

1492 Rosehill Dr 92507

Owner/Landlord will review all rental applications submitted

1. Complete rental application, with prior landlord contact information.
2. Proof of current income
3. Proof of available funds
4. Applicant provided Credit report
5. Full year lease only considered
6. No Pets.
7. Pool and Lawn care included.
8. Do NOT EVER give anyone one representing this home a deposit, rent check or 'finders fee.'
9. Renters bill of rights will be emailed to those who request it.
10. Application will be emailed to you at email below: Y
11. If you wish to be contacted in the future about other homes to rent, buy or invest in, please provide contact information and authorization. You may 'opt out' at any time. Y (Circle Y to show approval)

Name:

Phone/Text:

Email:

Address: (Optional)

Date:

By providing this information you are agreeing to receive information from Jerry Cook and his associates from time to time, at no cost or obligation.

Those who assist you to view the home are NOT allowed to execute any rental agreements, take any deposits, or make any assurances as to the likelihood that you will be selected.

That is solely at the discretion of the Owner/Landlord.

This Open is for Customer Service purposes only to allow as many interested parties the opportunity to see the home.

Copy given this 4th day of June 2019, by Jerry A Cook, Host.



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: _____

LEAD-BASED PAINT DISCLOSURE

For Renting or Leasing Residential Property

NOTE: This form is used by a property manager or landlord when negotiating a rental or lease agreement for residential property constructed before 1979, to disclose to the tenant lead-based paint hazards may exist on the property.

1. Lead Warning:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure in housing is especially harmful to young children. Before renting pre-1978 housing, landlords must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Tenants may also receive a federally approved pamphlet on lead poisoning.

Items left blank or unchecked are not applicable.

2. Landlord's Certification:

2.1 Presence of lead-based paint and/or lead-based paint hazards

a. Are known to Landlord to be present in the housing (explain) _____

b. Are not known to Landlord to be present in the housing _____

2.2 Records and reports available to Tenant:

a. Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed as follows _____

b. Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing _____

Date _____, 20____ Landlord's Signature: _____

3. Tenant's Acknowledgement:

3.1 Tenant has received:

a. Copies of all information listed above.

b. The pamphlet, *Protect Your Family From Lead in Your Home*. [See RPI Form 316-1]

Date _____, 20____ Tenant's Signature: _____

Date _____, 20____ Tenant's Signature: _____

4. Broker's Certification: (When Applicable)

4.1 Broker certifies to have informed Landlord of their obligation under 42 USC §4852(d) to disclose to Tenant and Agent all information known to Landlord regarding the presence of lead-based paint and lead-based paint hazards within this target housing and that all information known to Agent regarding the presence of lead-based paint and lead-based paint hazards within this target housing has been disclosed to Tenant.

4.2 Broker further certifies that Tenant received the lead hazard information pamphlet, *Protect Your Family From Lead in Your Home*. [See RPI Form 316-1]

Date _____, 20____ Broker's Signature: _____

CONDITION OF PREMISES ADDENDUM

NOTE: This form is used by a property manager or landlord when conducting a pre-occupancy inspection with a residential tenant on entering into a rental or lease agreement, to document the condition of the premises and state the landlord's obligation to make any promised repairs.

DATE: _____, 20_____, at _____, California.
Items left blank or unchecked are not applicable.

FACTS:

1. This is an addendum to the following agreement:

- ☐ Lease agreement [See **RPI** Form 550]
- ☐ Rental agreement [See **RPI** Form 551]
- ☐ Occupancy agreement [See **RPI** Form 593]

- 1.1 ☐ of same date, or dated _____, 20_____, at _____, California,
1.2 entered into by _____, as the Landlord,
1.3 and _____, as the Tenant,
1.4 regarding real estate referred to as _____

AGREEMENT:

2. Landlord and Tenant have jointly inspected the premises and common areas and agree the premises and unchecked items such as fixtures, appliances and furnishings are in a satisfactory and sanitary condition.
3. Check only those items which are unsatisfactory and state why in "REMARKS."

4. EXTERIOR/COMMON AREAS:

- | | | | |
|---|--|--|--|
| <input type="checkbox"/> Garage/parking lot | <input type="checkbox"/> Garbage facilities | <input type="checkbox"/> Storage area | <input type="checkbox"/> TV antenna |
| <input type="checkbox"/> Pool/spa | <input type="checkbox"/> Satellite dish | <input type="checkbox"/> Patio/decks | <input type="checkbox"/> CATV hookup |
| <input type="checkbox"/> Stairs/railings | <input type="checkbox"/> Garage door opener(s) | <input type="checkbox"/> Hallway/lobby | <input type="checkbox"/> Laundry area |
| <input type="checkbox"/> Fencing | <input type="checkbox"/> Roof | <input type="checkbox"/> Exterior lighting | <input type="checkbox"/> Eaves/gutters |
| <input type="checkbox"/> Sprinklers/hose | <input type="checkbox"/> Mailbox | <input type="checkbox"/> Walkways | <input type="checkbox"/> _____ |

5. ENTRY:

- | | | | |
|--|--|---|---------------------------------|
| <input type="checkbox"/> Door | <input type="checkbox"/> # of keys _____ | <input type="checkbox"/> Doorbell/knocker | <input type="checkbox"/> Closet |
| <input type="checkbox"/> Intercom/security | <input type="checkbox"/> Shelves | <input type="checkbox"/> Locks | <input type="checkbox"/> _____ |

6. KITCHEN:

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> Range | <input type="checkbox"/> Trash compactor | <input type="checkbox"/> Oven | <input type="checkbox"/> Water purifier |
| <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Counters/laminate | <input type="checkbox"/> Garbage disposal | <input type="checkbox"/> Cabinets/drawers |
| <input type="checkbox"/> Exhaust fan(s) | <input type="checkbox"/> Pantry/shelves | <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Tile/linoleum |
| <input type="checkbox"/> Microwave | <input type="checkbox"/> Sink/faucets | | |

7. BATHROOM:

- | | | | |
|---------------------------------|---|---|---|
| <input type="checkbox"/> Sink | <input type="checkbox"/> Tile/linoleum | <input type="checkbox"/> Faucets/hardware | <input type="checkbox"/> Closets/shelves |
| <input type="checkbox"/> Toilet | <input type="checkbox"/> Exhaust fan(s) | <input type="checkbox"/> Shower | <input type="checkbox"/> Shower enclosure |
| <input type="checkbox"/> Tub | <input type="checkbox"/> Medicine cabinet | | |

8. ELECTRICAL:

- | | | | |
|---|-----------------------------------|--|--------------------------------------|
| <input type="checkbox"/> Outlets | <input type="checkbox"/> Lighting | <input type="checkbox"/> Switchplates | <input type="checkbox"/> Thermostat |
| <input type="checkbox"/> Fixtures | <input type="checkbox"/> Furnace | <input type="checkbox"/> Smoke detectors | <input type="checkbox"/> Ventilation |
| <input type="checkbox"/> Air conditioning | <input type="checkbox"/> _____ | | |

9. PLUMBING:

- | | | | |
|---------------------------------------|---------------------------------|---|--------------------------------|
| <input type="checkbox"/> Water heater | <input type="checkbox"/> Washer | <input type="checkbox"/> Hot/cold water | <input type="checkbox"/> Dryer |
| <input type="checkbox"/> Gas hookups | <input type="checkbox"/> _____ | | |

10. INTERIOR:

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Wall coverings | <input type="checkbox"/> Floor coverings | <input type="checkbox"/> Ceilings | <input type="checkbox"/> Walls |
| <input type="checkbox"/> Draperies | <input type="checkbox"/> Rods/tracks | <input type="checkbox"/> Glass doors | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Doorknobs | <input type="checkbox"/> Fireplace | <input type="checkbox"/> Wood doors | <input type="checkbox"/> Paint |
| <input type="checkbox"/> Floors | <input type="checkbox"/> Baseboards/trim | <input type="checkbox"/> Hardware/fittings | <input type="checkbox"/> Shades |
| <input type="checkbox"/> Closets | <input type="checkbox"/> Screens | <input type="checkbox"/> Sills/jambs | <input type="checkbox"/> Kickplates/stops |
| <input type="checkbox"/> Chimney/flue | | | |

11. REMARKS:

12. REPAIRS PROMISED:

12.1

Completion date _____

12.2

Completion date _____

I agree to the terms stated above.

See attached Signature Page Addendum. [RPI Form 251]

Date: _____, 20____

Landlord/Manager: _____

Signature: _____

Address: _____

Phone: _____ Cell: _____

Fax: _____

Email: _____

I accept the premises as stated above.

See attached Signature Page Addendum. [RPI Form 251]

Date: _____, 20____

Tenant: _____

Signature: _____

Tenant: _____

Signature: _____

Address: _____

Phone: _____ Cell: _____

Fax: _____

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).