

DRE License # 01899596

## **Screening Policy Rules and Regulations**

#### (All applicants are required to <u>read and sign</u> this screening policy.)

It is LS Property Management policy to screen all applicants for rental housing on these premises according to the guidelines below:

#### **Rental Application:**

• Each adult applicant & emancipated minor must complete a rental application.

- A Pet Application for each pet must be completed in full, if the property accepts pets (see listing.)
  - o There is an additional deposit due for each pet, the amount of which may vary depending on the property.
  - o There is additional rent due for each pet, the amount of which may vary depending on the property.

o If you have a service animal, additional forms are required. It is the applicant's responsibility to request and/or provide such forms.

• The rental application must be completed in full. Any information left blank or not provided, will cause the application to be considered incomplete and automatically denied.

• Missing pet application(s) will cause the application to be returned to the applicant for completion and/or cancellation of offer to rent.

• Any fraudulent information will result in automatic rejection of rental application.

• Information will be verified by phone, electronic media, in writing, or in person. By signing and submitting a rental application, the applicant gives permission for the screening process to begin.

• A report that includes credit history, eviction history, & salary and employment history will be processed on each applicant DIRECTLY FROM REPORTING AGENCY OF LS PROPERTY MANAGEMENT CHOOSING. The current application fee (see rental listing for current amount) per applicant is due and payable at the time of application submission by CASH, MONEY ORDER, or ONLINE PAYMENT.

- Rental applications are processed on a first-come, first-served basis when a complete application package is turned in. Incomplete application packages will cause the application to be returned to the applicant for completion and/or cancellation.
- Planned move-in date will be considered when approving applicants.
- If applicant does not competently read and understand English, it is the applicant's responsibility to provide their own translator before accepting and signing the rental application and/or rental agreement.

# • All applicants must see the rental unit/property in person with an agent of LS Property Management before submitting their rental application.

• An approved applicant has 24 hours to sign a Rental Agreement. If not, LS Property Management reserves the right to rent to the next approved applicant.

#### Identification:

• EACH applicant applying for residency MUST use all known & complete: first, middle, and surname.

• Each applicant applying for residency must have a valid, original government-issued photo I.D. and original Social Security Card.

• At time of lease signing each applicant must have their original photo government ID and their original Social Security card before the lease agreement can be completed. If applicants do not provide this information at the time of signing, immediate denial of possession of the premises will occur.

• A photocopy of each resident's government-issued photo I.D. and original Social Security Card will be kept on file upon acceptance as a Resident.

• Upon signing a rental agreement, a photo will be taken of each Resident and each pet and kept in the applicant's rental file.

#### **Rental History:**

• LS Property Management reserves the right to deny an application if rental history cannot be verified.

• Applicant must have at least one (1) previous landlord in the last three (3) years, which must be verifiable from a source unrelated to applicant, or, three (3) years of timely mortgage payments to a mortgage lending agency.

- Applicant must have 60 months of background accounted for and verifiable.
- Any and all-previous evictions will result in automatic rejection of application.
- Current Utility Bill is required: Electric, Gas, Landline Phone, or Cell Phone.

#### Income Requirements:

• Applicants must earn a combined monthly gross income of three (3) times or more of the monthly rent.

- Applicant must have verifiable income.
- Debt to income ratio will be considered.
- Applicant must present 2 consecutive, most recent, pay stubs.

• A self-employed applicant must present all of the following: a) Income tax return for most recent tax year, prepared by a tax preparer service. b) A valid business license. c) Business bank records for the last 12 months.

Credit Record: (The following will be given consideration.)

- Bankruptcies will be considered.
- Unsatisfied judgments will be considered.
- NO unlawful detainers will be accepted.
- All charge-offs will be considered.
- All late payments will be considered.
- All collections will be considered.

#### **Density Limit:**

• LS Property Management has an established density limit of no more than twice the # of bedrooms plus 1 person (e.g. Max occupancy for a 2 bedroom apartment is 5 people.)

#### **Exclusionary Policy:**

- Some properties do not accept pets with the exception of service animals. (See listing)
- All properties are non-smoking. That includes all tobacco products, e-cigarettes, and marijuana including medical.
- LS Property Management will NOT accept third-party checks.

#### **Initial Payment:**

- The first full month's rent must be paid by cashier's check or money order.
- The total of all security deposits must be paid by cashier's check or money order.
- The total of first full month's rent and security deposits combined are due and payable, in full, prior to occupancy.
- All monies must be drawn on an in-state banking institution.

In compliance with State and Federal Fair Housing Guidelines, LS Property Management is an Equal Opportunity Housing provider and does not discriminate on the basis of race, color, religion, gender, familial status, national origin, disability, ancestry, or sexual preference. According to the Fair Housing Congress, landlords have the right to select the best rental applicant that will:

- Be able to pay rent in a timely, regular manner,
- Not disturb other residents, and
- Keep the unit in reasonable condition.

### \*\* House Rules and Regulations\*\*

#### General

1. This agreement is and part of the rental agreement between LS Property Management. and Resident(s).

2. New rules and regulations or amendments to these rules may be adopted by Owner upon giving 30 days' notice in writing. These rules and any changes or amendments have a legitimate purpose and are not intended to be arbitrary or work as a substantial modification of Resident(s) rights. They will not be unequally enforced. Resident(s) is responsible for the conduct of guests and the adherence to these rules and regulations at all times.

#### Noise and Conduct

1. Resident(s) shall not make or allow any disturbing noises in the unit by Resident(s), family or guests, nor permit anything by such persons, which will interfere with the rights, comforts or conveniences of other persons.

2. All musical instruments, television sets, stereos, radios, etc., are to be played at a volume which will not disturb other persons.

3. The activities and conduct of Resident(s) and Resident(s)' guests outside of the unit on the common grounds, parking areas, or any recreation facilities must be reasonable at all times and not annoy or disturb other persons.

4. No lounging, visiting, or loud talking that may be disturbing to other Resident(s) will be allowed in the common areas between the hours of 8:00 p.m. and 8:00 a.m., or as posted.

5. No Resident(s) shall keep, maintain, or allow to remain on the premises for a period in excess of seven (7) days any non-working, inoperable, or non-functioning vehicle of any kind and no vehicle registered as a non-operable vehicle. The parties agree that the presence of any such vehicle on the premises for a period in excess of seven (7) days shall constitute a nuisance within the provisions of California Civil Code, § 3479 and may, at owner's option, be the basis for terminating the tenancy herein, and may result in towing the vehicle at owner's expense.

#### **Cleanliness and Trash**

1. The unit must be kept clean, sanitary, and free from objectionable odors.

- 2. Resident(s) shall assist management in keeping the outside and common areas clean.
- 3. No littering of papers, cigarette butts, or trash is allowed.

4. No trash or other materials may be accumulated which will cause a hazard or be in violation of any health, fire, or safety ordinance or regulation.

5. Garbage is to be placed inside the containers provided and lids should not be slammed. Garbage should not be allowed to accumulate and should be placed in the outside containers on a daily basis. Items too large to fit in the trash containers should be placed neatly near the container.

- 6. Furniture must be kept inside the unit. Unsightly items must be kept out of vision.
- 7. Articles are not to be left in the hallways or other common areas.
- 8. Clothing, curtains, rugs, etc. shall not be shaken or hung outside of any window, ledge, or balcony.

#### <u>Safety</u>

1. Security is the responsibility of each Resident. Landlord assumes no responsibility or liability, unless otherwise provided by law, for Residents' and guests' safety, or for injury or damage caused by the criminal acts of other persons. Landlord does not provide private protection services for Residents.

2. All doors must be locked during absence of the Resident(s).

3. All appliances must be turned off before leaving the unit.

4. When leaving for an extended period, Resident(s) shall notify management how long Resident(s) will be away.

5. If someone is to enter Resident(s) unit during Resident(s) absence, Resident(s) shall give management permission beforehand to let any person in the unit and/or provide the name of person or company entering.

6. Smoking is prohibited. That includes all tobacco products, e-cigarettes, and marijuana including medical.

7. The use or storage of gasoline, cleaning solvents, or other combustibles in the unit is prohibited.

8. The use of charcoal and propane barbecues are prohibited.

9. No personal belongings, including bicycles, play equipment, or other such items, may be placed in the halls, stairways, or in common areas.

#### Maintenance, Repairs, and Alterations

1. Smoke Detection and Carbon Monoxide Detection devices: Upon occupancy, it shall be the responsibility of the Resident(s) to regularly test the detector(s), in accordance with manufacturers' specifications, to ensure the device(s) is (are) in operable condition. The Resident(s) will inform management immediately, in writing, of any defect, malfunction, or failure of such Smoke Detection and Carbon Monoxide Detection devices. Resident(s) is responsible to replace Smoke Detection and Carbon Monoxide Detection devices batteries, if any, as needed unless otherwise provided by law.

2. Resident(s) shall advise management, in writing, of any items requiring repair (e.g. dripping faucets, light switches, etc.) Notification should be immediate in an emergency or within regular business hours for normal problems. Repair requests should be made as soon as the defect is noted.

3. Service requests should not be made to maintenance people or other such personnel.

4. Costs of repair or clearance of stoppages in waste pipes or drains, water pipes, or plumbing fixtures caused by Resident(s) negligence or improper usage are the responsibility of the Resident(s). Payment for corrective action must be paid by Resident(s) on demand.

5. No alterations or improvements shall be made by Resident(s) without the consent of management. Any article attached to the woodwork, walls, floors, or ceilings shall be the sole responsibility of the Resident(s). Resident(s) shall be liable for any repairs necessary during or after residency to restore premises to the original condition. Glue or tape shall not be used to affix pictures or decorations.

#### **Vehicles and Parking**

1. Resident shall only use parking spaces assigned to their unit and shall ensure that their guests park only in unassigned areas or designated guest parking at all times, and will not park in another resident's designated parking space. Vehicles parked in unauthorized areas or in another resident's space may be towed away, without warning, at vehicle owner's expense.

2. Inoperable, abandoned, or unregistered vehicles, or vehicles leaking fluids, are subject to tow pursuant to California Vehicle Code § 22658.

3. All vehicles on the premises must be operational, registered, insured, and free from leaking fluids. There shall be no vehicle repairs or maintenance performed, nor any washing of vehicles, on or about the premises.

4. No Resident(s) shall keep, maintain, or allow to remain on the premises for a period in excess of seven (7) days any non-working, inoperable, or non-functioning vehicle of any kind and no vehicle registered as a non-operable vehicle. The parties agree that the presence of any such vehicle on the premises for a period in excess of seven (7) days shall constitute a nuisance within the provisions of California Civil Code, § 3479 and may, at owner's option, be the basis for terminating the tenancy herein, and may result in towing the vehicle at owner's expense.

5. Garages, if provided, are to be used for the parking of operable, registered vehicles only and not for the storage of other personal property.

## \*\* Policies Against Criminal Activity \*\*

1. Resident, any members of the resident's household, or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in § 102 of the Controlled Substance Act [21 U.S.C. 802].)

2. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug and gang-related criminal activity, on or near the said premises.

3. Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

4. Resident, any member of the resident's household, or a guest or another person under the resident's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance, as defined in Health & Safety Code §11350, et seq., at any location, whether on or near the dwelling unit premises or otherwise.

5. Resident, any member of the resident's household, or a guest or another person under the resident's control shall not engage in any illegal activity, including: prostitution, as defined in Penal Code §647(b); criminal street gang activity, as defined in Penal Code §186.20 et seq.; assault and battery, as prohibited in Penal Code §240; burglary, as prohibited in Penal Code §459; the unlawful use and discharge of firearms, as prohibited in Penal Code §245; sexual offenses, as prohibited in Penal Code §269 and 288; or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the landlord, landlord's agent, or other tenant, or involving imminent or actual serious property damage.

VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for termination of the rental agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

In the case of conflict between the provisions of this addendum and any other provisions of the rental agreement, the provisions of the addendum shall govern.

Applicant's Signature	Date Date Date					
Applicant's Signature						
Applicant's Signature						
Applicant's Signature	Date					
	"Applica	ant Che	ck List"	,		
You Must Have All of These Items When App	lication is <sup>-</sup>	Turned Ir	ı:			
Applicant:	1	2	3	4	5	6
Application Completed and Signe	ed:					
Screening Policy Signed:						
Government Issued photo I.D:						
Original Social Security Card:						
Pet Application (if applicable)	:					
Two consecutive, most recent and original pay stubs:						
Current Utility Bill: Electric, Gas, or Cell Phone						
Screening Fee Received \$40.00 p Applicant CASH or MONEY ORDER:	er					
(one check mark per item per applicant)						