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[www.delaney.org](http://www.delaney.org)

## **Application Process & Screening Criteria**

DeLaney Realty, Inc. is committed to Equal Housing Opportunity and we fully comply with the Federal Fair Housing Act. We do not discriminate against a person because of Race, Color, Religion, Sex, Sexual Orientation, Handicap, Familial Status, National Origin or Age. We also comply with all state and local fair housing laws.

We offer application forms to everyone who requests one.

Applicants are judged on the same standards, one person or family at a time, on a "first come first served" basis.

Review our criteria for rental listed herein and if you feel you qualify, please apply. If you have any questions please ask.

The application processing time will take approximately two to four business days depending on how quickly your employer and landlords respond. You can expedite the process by insuring that we have accurate telephone and fax numbers of all employment and residence references you give us.

### **IDENTIFICATION**

Before a lease can be considered, an application must be filled out completely by every occupant over the age of 18. Each application must include a copy of a photo identification (i.e. driver's license) and social security card, or a military ID card for military service members.

Please be sure to fill out the application truthfully and completely. Omitted, inaccurate or incomplete information will delay processing. Lies and deceit are grounds for immediate rejection/disapproval.

1. Applications are reviewed in the order in which we receive them.
2. If applicants are legally married, only one application processing fee is required. Common law spouses, each roommate & boy/girl friends that will be responsible for rental payments must pay separate application processing fees.
3. All applications must be filled out completely and signed.
4. If we are unable to verify your information, we must deny the application.
5. Cash, Cashier's Check or Money Order is required for Application Fee(s) and a separate Personal Check, Cashier's Check or Money Order is required for the Application Deposit. Personal checks that cannot be verified by your Banking facility are not acceptable. If a personal check is used for the Application Deposit, then Banking information (i.e. telephone number) to verify availability of funds must be provided.

# **Application Approval Requirements for Tenant\***

**\*(The financially responsible party(ies)):**

## **INCOME VERIFICATION**

We use our RESIDENT QUALIFIER Work Sheet, a copy of which is attached, to determine if your income is sufficient.

1. Married couples or immediate family members may combine incomes. Family members must pay a separate Application Processing Fee.
2. Your income must be verifiable through pay stubs (LES if military), employer contact, income tax records, letters from SSI, bank statements and/or court order child support documentation. Cash contributions from family members or non-court ordered child support are not an acceptable form of income.
3. If you are self-employed, your income must be verifiable through a CPA prepared financial statement or most recent Federal Income Tax Returns, copies of IRS Forms 1099, or bank statements.
4. Your employment history should reflect at least six months with your current employer in San Antonio or transfer verification with the same employer and 12 months with a previous employer. Military members & DOD Civilians **MUST** provide a copy of orders assigning them to the San Antonio area.
5. Applicants who do not meet the above employment or income requirements must submit savings or similar financial institution account statements showing a minimum balance maintained for the preceding six (6) months equivalent to twelve (12) months of rental payments.
6. The rent amount cannot exceed 35% of the gross monthly income.
7. If funds cannot be verified as available in your checking account, your application will be disapproved.

## **RENTAL HISTORY**

You are responsible for providing us with sufficient information to verify your residency for the past five (5) years. We need the name, complete address to include zip code, Apt # if applicable, the phone numbers of landlords with the dates of tenancy and the rent amount paid. Also, please include the reason for your move. A separate sheet may be attached if necessary.

## **HOME OWNERSHIP**

Mortgage payment history will be considered.

If you have owned, rather than rented, a home during the previous 5 years, you will need to furnish mortgage company references and/or proof of ownership or title transfer.

Rental history must be verified from unbiased sources. If your only rental history is from a biased source (family or relatives), your credit report and employment verification will be the sole basis for approval or non-approval of your application.

We will accept proof of base housing occupancy as rental history.

## **CREDIT REQUIREMENTS**

1. To determine satisfactory credit worthiness we obtain a credit report from at least one, and perhaps all three, major credit reporting agencies.
2. Credit card records showing occasional late payments of no more than sixty (60) days may be acceptable, provided you can justify the circumstances.
3. If you have credit problems, your application may possibly be approved with a stipulation that you pay an additional security deposit prior to occupying the property.
4. Payments past due 60 days or more in the last 24 months may be cause for disapproval of your application.
5. Unless a substantial security deposit is made, we must deny approval if you have filed for bankruptcy within the past thirty-six (36) months.
6. To avoid an increased deposit, any bankruptcy must have been discharged at least one year prior to the date of your application. Exceptions will only be made by the Broker or Owner of the property.
7. Unpaid collections within the last three (3) years may result in denial of your application.
8. Outstanding debt to a property management company or a landlord will result in denial of your application.
9. Federal tax liens less than three (3) years old must be included in debts.
10. If you have had a foreclosure in the last three (3) years you will be disapproved unless a substantial deposit is met.
11. If 20% or more of your total accounts are past due, you will be declined.
12. If your credit score is below 500, you will be disapproved.

## **CRIMINAL BACKGROUND CHECK**

We do not rent to any person required to register as a sexual offender. Felony or drug charge convictions are looked at on a case by case basis and only the owner of the property can approve the applicant.

## **RENTAL CRITERIA FOR PETS**

Policies on pets vary from home to home. Certain owners do not permit pets, others permit dogs only. Please call the office to determine the pet policy for the home you are interested in prior to the submission of your application.

When permitted, a total of two pets per household are permitted: (2 dogs or 2 cats or 1 of each.) Birds, fish tanks and reptiles are also considered as pets.

1. We require a picture of each pet that will be on the property. Please provide a picture of your pet or pets with the application. Service animals are exempt from certain requirements.
2. No puppies are allowed. Dogs must be 12 months of age or older.
3. Male cat(s) must be neutered.

4. No aggressive or mixed aggressive breed dogs. Dogs will be rejected if they are fully or partially of the following breeds, or appear to be of the following breeds: Pit-Bull, Doberman Pincher, Rottweiler, Akita, Chow-Chow, Tosa Inu, Presa Canario, Dogo Argentino, Ban Dog, Husky-Alaskan Malamute any of the Russian Shepherds, Kerry Blue Terriers. Exceptions to this policy may be made if the pet owner can provide liability insurance coverage naming the pet, describing the breed and naming the owner and DeLaney Realty, Inc. as additional insurer.
5. Pet policies are strictly enforced, and any breach will be charged a fine and will also be grounds for termination of your lease.
6. Tenants will be evicted for misrepresenting the breed of their dog or for the possession of poisonous, dangerous, or illegal pets, or endangered species.
7. A \$200 pet deposit per pet is required with a signed Pet Agreement. A portion of your deposit is non-refundable. Please ask what our current policy is.
8. There will be a \$300 fine plus \$10 per day additional rent for each unauthorized pet found on the property.

### **CAN WE HOLD A PROPERTY FOR YOU?**

When a property is vacant, rent for the property will begin the day after an application is approved, or we establish the property is ready for move-in. If the property is not vacant, rent will begin one day after we have the property ready for delivery to you. You must request a "hold" or delayed move-in on your application if this policy does not meet your needs. Please get approval of this request before allowing your application to be processed further.

### **OTHER REASONS FOR DENIAL**

1. If you failed to give proper notice when vacating a prior residence.
2. If previous landlord(s) would be unwilling to rent to you again for reasons pertaining to the behavior of yourself, your pets, or others allowed on the property during your tenancy.
3. If you have had three or more late payments of rent within a 12 month period.
4. If you have had a repossession in the last three (3) years.
5. If an unlawful detainer action or eviction has occurred within the past three (3) years.
6. If you have received a current notice to vacate.
7. If you have had two (2) or more NSF checks within the last twelve (12) month period.
8. If you have allowed person(s) not on the lease to reside on the premises.

If misrepresentations are found after the lease agreement is signed, the lease agreement will be terminated and your security deposit will be forfeited.

We cannot accept co-signers; however, we will accept Lease Guarantees provided the guarantor completes an application, pays the appropriate application processing fee and is approved using the same criteria as the applicants.

Once you are approved you will be notified by phone and we will schedule an appointment for **ALL APPLICANTS** to sign the lease. We will go over the lease agreement, late charges, procedures for maintenance and repairs, along with other obligations. This usually takes about an hour, so plan accordingly. Pro-rated rent will be collected, additional deposits collected and keys to the property will be given.

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APPLICANT

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DATE

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APPLICANT

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DATE

## RESIDENT QUALIFIER

Applicant Name: \_\_\_\_\_ Address: \_\_\_\_\_

**Financial Summary:** Rent \_\_\_\_\_ Sq. Footage \_\_\_\_\_

Test One

Test Two

Income \_\_\_\_\_ X 35% = \_\_\_\_\_  
(If rent exceeds result decline)

Income	_____
Bills (ap and cr. report)	_____
Ut. (.12 X sq. footage)	_____
Childcare (use both wk)	\$200.00
Misc.	340.00

Bal \_\_\_\_\_ - Rent \_\_\_\_\_ = \_\_\_\_\_  
(\$ left over must equal to @ least \$150.00 per person)

- |                       |  |
|-----------------------|--|
| Bankruptcy            | Decline if less than 3 years old. If over 3 years must have good credit established. |
| Court Judgment        | Decline if for an eviction. If not eviction decline if less than 3 years.            |
| Tax Lien              | Decline if less than 3 years. If paying must be included in debts.                   |
| Foreclosure           | Decline if less than 3 years. If over 3 years must have good credit established.     |
| Repossession          | Decline if less than 3 years.  |
| Collections           | Decline if less than 3 years.  |
| Past Due Accounts     | Decline if 20% or more of total accounts are past due.                               |
| Check writing history | Decline if negative  |
| Credit Score          | Decline if credit score is less than 500   |

**COMPENSATING FACTORS:** Large savings account, trust funds, extra security deposit, rent paid up front, good rental payment history at same or more than current rent.

### Residential Summary (Questions to ask previous landlord)

IF NOT A REAL ESTATE AGENCY -- RUN A TAX SHEET TO CONFIRM THEY ARE THE OWNER OF THE PROPERTY.

1. \_\_\_\_\_ Did tenant pay rent on time?
2. \_\_\_\_\_ Any NSF checks?
3. \_\_\_\_\_ Tenant remove or abuse property, leave property clean?
4. \_\_\_\_\_ Was tenant a nuisance, any complaints?
5. \_\_\_\_\_ Did tenant give 30 day notice of intent to move?
6. \_\_\_\_\_ Did tenant stay until end of lease?
7. \_\_\_\_\_ Would you re rent to this tenant?

### Employment Summary (Questions to ask employer)

- | HIM      | HER   |                                     |
|----------|-------|-------------------------------------|
| 1. _____ | _____ | Employment Start Date               |
| 2. _____ | _____ | Gross Monthly Salary/Wage confirmed |
| 3. _____ | _____ | Is position permanent vs temporary  |
| 4. _____ | _____ | Any transfer pending?               |
| 5. _____ | _____ | Is employee in good standing?       |
| 6. _____ | _____ | Any overtime / guaranteed?          |

If **Felony** conviction - Interview and establish when convicted, what the crime was, and if on probation -- then go to management.