



## **APPLICATION PROCESS / SCREENING CRITERIA**

**Application Fee is Non-Refundable**

**\$80 per adult (18 or older)**

Thank you for applying with 1836 Property Management for your housing needs. In order to better serve you, we feel it is imperative that you fully understand our application process, screening criteria and lease requirements before applying.

By completing and signing this application you understand the application fee is non-refundable. If you are denied tenancy the application fee is non-refundable. We capture your i.p. address along with an e-signature and we will submit this document with the signed application to the credit card company if you attempt to obtain a refund after applying.

All applications are reviewed during business hours. If you complete your application outside of business hours we'll reach out to you or your agent the following business day regarding your application. The status of the listing on the MLS will be changed to reflect we have your application once it has been reviewed and confirmed we have everything needed to continue. A sample copy of Landlord's Residential Lease agreement and customary terms and provisions is available upon request for your review prior to submitting your application.

## **ALL APPLICANTS BEGIN HERE:**

- **START HERE - CLICK THE LINK BELOW IF YOU HAVE NO PETS, PETS, or SERVICE ANIMALS**
- **REQUIRED: <https://1836.petscreening.com/>**

A third-party pet screening at the link above is REQUIRED by all parties. All applicants must fill out the pet application regardless of if you have NO pets, pets, or service animals. This is a separate screening with an additional fee as described below:

- NO PETS: \$0
- ASSISTANCE ANIMALS: \$0
- HOUSEHOLD PETS: \$20 per pet

**Please note the following:**

- Any fee assessed for this third-party pet screening is NON-REFUNDABLE, including in the event that your rental application is not processed. No pet screening fee refund will be supplied for rental or pet applications that are not selected or approved.
- The applicant will own the pet profile and be able to access it anytime now or in the future. Once you are registered you will have an account so that you may share your pet profile with future landlords.
- Any applicant who provides false or misleading information regarding service animals will be declined.

**ALL APPLICANTS CLICK HERE BEFORE COMPLETING RENTAL APPLICATION:**  
<https://1836.petscreening.com/>

**NOTICES**

Property Condition:

- Applicant(s) or an appointed representative named in writing must physically view the property prior to submitting the application for rental. The representative must be someone other than the showing agent. Should you enter into a lease agreement and change your mind later, you will be held legally and financially accountable to the terms and conditions in your lease. When we sign a lease it is a legally binding document. Both parties have obligations they must uphold. Failure to do so may involve seeking remedy in the appropriate court including damages, court cost, and attorney fees. You should personally inspect the property before signing the lease agreement!

Repairs or Modifications:

- Please list in the application any request for the landlord to consider regarding repairs or treatments should applicant and landlord enter into a lease. Note that we select the best available application for each property. Thus if you desire to offer less than list price for a home or negotiate specific changes or conditions it will delay processing your application and could be grounds for denial if those terms cannot be met.

Disabled Accessibility Concerns:

- Any requests for modifications must be submitted in writing to the property manager. The manager must obtain approval from the owner to allow modification of the property.

All modifications are at the expense of the disabled person(s) and the disabled person(s) must agree to restore the premises, at their own expense to the pre-modified condition. This is provided that the modification would affect the use and enjoyment of the premises for future residents and/or the value of the property itself.

If approved the following would be required:

- Written proposals detailing the extent of the work.
- Written assurances that the work is to be performed in a professional manner by a licensed/bonded contractor.
- Written approval from the landlord before modifications are made.
- Appropriate building permits and required licenses made available for the landlord's walkthroughs.
- A restoration deposit may be required per Fair Housing guidelines.

#### Schools and Boundaries:

- While we make every effort to describe our rental properties accurately, changes can and do take place. Tenants should verify schools, pets, features, etc. Listings do not constitute a guarantee of the facts stated.

#### Pricing:

Due to advertising scams out of our control, we only honor market prices as listed on the MLS. For a copy of these, please ask your agent. We recommend users report any inaccurate information to the appropriate authorities or web sites.

A reasonable processing fee will be added for varying methods of payment including online payments, paper checks and money orders. Cash is never accepted.

#### Property Walkthroughs and Showings:

1836 Property Management or it's affiliates/vendors will conduct periodic property visits as needed to ensure property maintenance. These may include interior and exterior pictures. Reports may be sent to the landlords/owner(s). If this is going to be a problem please do not apply for one of our properties.

Your lease will provide a set number of days for 1836 Property Management to place a keybox on the property. This will vary from lease to lease. Please request further details on this prior to applying if this is of concern.

#### Guarantors:

Guarantors are not accepted unless mentioned otherwise on the MLS lease listing. If you are not working with an agent and would like to check if a guarantor would be permitted, please contact 1836 Property Management prior to submitting an application.

#### **Documents and Information to Prepare**

**\*Please have the following items readily available before applying:**

- Last 2 addresses and Landlord Information

- Employer and Previous Employer: Name, Contact, Start Date, Salary
- Dependent Information
- Emergency Contact Information

**\*Have the following documents in a digital format ready to UPLOAD when applying:**

- Valid copy of a legible U. S. Government issued photo I.D. If you do not have this we cannot process your application.
- 2 months of Pay stubs or Income Verification
- Pet Picture (if applicable)
- Current Pet Vet Records include age and breed of pet (if applicable)

You may also email your documents to: [Info@1836Realty.com](mailto:Info@1836Realty.com)



**MUST READ!!!**

Before going any further in applying for this home - there is an **\$80** application fee per adult to complete this application. Everyone that is going to occupy the property that is eighteen (18) years of age or older must fill out an application and submit an \$80 non-refundable application fee, no exceptions.

As the application fee is non-refundable, it is the responsibility of all applicants to ensure that the property they are applying for is still available for lease prior to submitting an application.

We do not pre-screen applications. Applicants are required to pre-screen themselves with the following criteria and will need to meet the requirements below. If you feel you meet these minimum requirements, you are encouraged to apply.

**ONCE THE APPLICATION IS PROCESSED  
THE \$80 FEE IS NON-REFUNDABLE!**

**Application Process & Screening Criteria:**

1836 Realty, LLC. is committed to equal housing and we fully comply with the Federal Fair Housing Act (FFHA) and the Fair Credit Reporting Act (FCRA). We do not

discriminate against persons because of race, color, religion, sex, handicap, familial status, national origin, age, sexual orientation, or gender identity. We also comply with all state and local fair housing laws. We offer application forms to everyone who requests one.

Please note that if a competing application situation does arise, 1836 Property Management does accept the best qualified applicant.

**Approval is based on the following factors:**

- Identification
- Income Verification
- Employment Verification and History
- Rental Verification and History
- Credit History
- Criminal Background Check
- Terrorist Database Search
- Pet Criteria
- A Grade Tenant Behavior

**Identification -**

Each applicant is required to provide a copy of a legible government issued photo I.D. You will be prompted to upload a copy of one of the following when applying.

- U.S. citizens and residents - Valid U.S. Government issued photo I.D. with an associated number that enables us to check your credit and criminal history.
- Non-U.S. citizens - Valid passport or government issued ID along with a visa that is valid for the length of your proposed lease agreement.
- If we are unable to obtain a credit history you will be considered the highest acceptable credit risk and all associated rules will apply.

**Income Verification** - We will verify employment and pay rate with your current employer. We also require you to upload any supporting documents, i.e. - employer pay stubs, tax returns, and/or bank statements. Self-employed income may also be verified with a CPA-prepared financial statement or tax returns. We require 2 years tax returns if self-employed. Your employment history should reflect at least 6 months with your current employer in the Austin area. Transfers or relocations must have correspondence showing an accepted job offer. Any verification fees required by the employer must be paid by the applicant. Applicants who do not meet the above employment or income requirements must submit Savings Account statements showing a minimum average balance equal to 8 months of rental payments, for the last 6 months. If we are unable to obtain your income history you may be considered the highest acceptable risk and all associated rules will apply.

- Single applicants/Families/Legally bound applicants: Sufficient income to rent ratio. Rent should equal no more than 30% of the applicant's gross monthly income.

- Roommates/Non-legally bound applicants: Must have gross income greater than or equal to 5x the rent when combined. Each roommate must earn  $\geq 2.5x$  rent.
- Other income: Grants and scholarships are considered income. Student loans or any other type of loan is not considered income. For accounting purposes these are liabilities not income.

**Employment** - We require verifiable employment history for at least the past three (3) years. You must be a permanent employee (not temporary or probationary). If you are self-employed, retired, or not employed, we can accept such documents as signed tax returns (2 years minimum) that provide proof of the applicant's ability to pay the rent. If military, we need a current copy of your LES. If you are active duty military, you must be on an assignment that, to the best of your knowledge, will allow you to complete an initial 12 month lease. If we are unable to obtain your employment history you may be considered the highest acceptable risk and all associated rules will apply.

**Residence History** - We require verifiable residence history for at least three (3) years whether you currently own or rent. Applicants are responsible for providing information including the names, addresses and phone numbers of Landlords with the dates of residence for the previous 3-5 years. Rental history must be verified from unbiased sources. (Cannot be from family or relatives)

Home ownership will be verified from a current credit report.

Any evictions within the previous 5 years will be automatic grounds for denial. Broken leases will be considered on a case-by-case basis and an additional security deposit may be required. If we are unable to obtain a residence history you may be considered the highest acceptable risk and all associated rules will apply.

**Credit History** - We will obtain a copy of your credit report from one of the three major consumer reporting companies. You cannot provide this to us, we will have our 3rd party application software company obtain this. Credit history should show that the resident has paid bills on time and does not have a history of debt "write-offs" or accounts that have gone into collection. Money owed to a previous landlord or utility company is cause for denial. Residency may also be denied due to poor credit history. We do not accept co-signers for every property. If we are unable to obtain a credit history you will be considered the highest acceptable credit risk and all associated rules will apply. If you would like to know from which of the major consumer reporting companies the 3rd party will be obtaining this information from, please contact them directly at the phone number provided before filling out the application.

### **Contingent Approval Fees - Credit Score Based**

Credit scores of 620 or higher are usually approved with normal deposits as listed in the MLS.

1836 Property Management can offer applicants with lower than 620 credit scores an opportunity to rent our properties by offsetting the monetary risk for the owner and the management company in the form of increased deposits and fees.

Applicants with lower than a combined 620 FICO score will be subject to a Risk Mitigation Charge as outlined below to offset the increased risk.

Risk Mitigation Deposit Increases for Applicants:

Average Credit Score (all Adults).....Deposit Due

600 - 619.....Additional 25% deposit and \$250.00 risk mitigation fee.

575 - 599.....Additional 50% deposit and \$375.00 risk mitigation fee.

550 - 574.....Additional 75% deposit and \$500.00 risk mitigation fee.

549 and below .....Denial

Offering an approval based upon total credit score below a 620 comes with additional risk to the landlord and property manager. As the apartment industry has done, an approval can be offered even to tenants with less than perfect credit as long as they can pay the additional fee associated with their credit scores to offset the risk posed.

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#### Denied Lease Approvals:

Any individual's credit scores under 549 are declined due to bad credit.

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#### Dealing with Multiple Applicants:

Deposits will be assessed based on the average FICO score of all adults should all applicants meet minimum requirements.

- To determine the number for the approval or disapproval add the two credit scores together and divide by 2 to arrive at the average.
- If there are 3 or more roommates double deposit is required along with the appropriate risk mitigation fee based on the average credit score. This is due to the increased risk and instability that may result from multiple unrelated persons on a single long term lease.

Example 1: Applicant 1 has a score of 600

Applicant 2 has a score of 560

Gross Score: 1160, Divide by Two = 580 average score

Result: This would require additional deposit of 50% and a \$500.00 risk mitigation fee.

Example 2: Applicant 1 has a score of 600

Applicant 2 has a score of 549 or below

Result: Denial

**Criminal, Sex Offense, and Terrorist Database Check** - We will check these databases for all occupants over 18. Any person required to register as a sex offender could be grounds for denial. Criminal convictions involving violent crimes, prostitution, domestic violence and/or involving the possession of weapons or illegal substances are all possible grounds for denial of an application. Felony convictions are also possible grounds for immediate denial.

### **Pet Criteria and Fees**

Pet policies vary from one home to another. Some owners do not permit pets, while others restrict type and/or size of pets. No more than two pets per household are permitted without specific owner's approval.

Most of our homes are restricted to one pet, over 2 years of age, no greater than 35 lbs. but many times limited to 20 lbs, a few may not accept any pets. Refer to the MLS or an agent of 1836 Property Management for specifics on your home before applying if you have pets.

Property Insurance Companies do not allow certain particular Breeds, either purebred or mixed. Therefore, **dogs fully or partially of the following breeds will be rejected:** Akita, American Bulldog, Bullmastiff, Mastiff, Chow, Doberman, German shepherd, Husky, Presa Canario, Pitbull, Siberian Husky, Staffordshire Terrier, "Wolf Dog", Bull Terrier, Pit Bull Terrier, Rottweiler and any combination of these.

Tenants will be evicted for misrepresenting any of the above type of dog, as well as for being in possession of any poisonous, dangerous, endangered species or otherwise illegal pet. Our pet policies are strictly enforced, and any breach will be grounds for termination of your lease agreement at tenant's expense.

- An initial pet fee and/or a monthly pet fee may be required. Check with your agent or the property manager for specifics on your property. Any initial pet fee and/or any monthly pet fee is not a deposit & not refundable.
- Special consideration is given to "Service Animals" that assist a tenant with special medical needs. (Please provide proper documentation). The person seeking to use and live with the animal must have a disability (that is, physically or mental impairment that substantially limits one or more major life activities) and the person making the request must have a disability-related need for an assistance animal. I.E. according to HUD, the animal must "work", provide assistance, perform tasks or services for the benefit of the person with the disability or provide emotional support that alleviates one or more of the identified symptoms or effects of a person's existing disability.
- Section 121.006, Human Resources Code
  - IMPROPER USE OF ASSISTANCE AND SERVICE ANIMALS; OFFENSE. (a) A person commits an offense if the person intentionally or



knowingly represents that an animal is an assistance animal or a service animal when the animal is not specially trained or equipped to help a person with a disability. An offense under this subsection is a misdemeanor punishable by:

- a fine of not more than \$1,000; and
- 30 hours of community service to be performed for a governmental entity or nonprofit organization that primarily serves persons with visual impairments or other disabilities, or for another entity or organization at the discretion of the court, to be completed in not more than one year.

### **Standard Pet Fees**

Lease Signing: \$50.00 - \$250.00 Non-Refundable Pet Administrative Fee. Check with your agent or the property manager for specifics on your property. .

Monthly: \$0 - \$30.00 Pet Management Fee. Check with your agent or the property manager for specifics on your property.

**We require with your application, pet records with a picture of each pet that will be on the property. Please have pictures of pets ready to upload when applying.**

Other pet restrictions:

- No Aquariums larger than 10 Gallons allowed.
- No ferrets, reptiles or rodents of any kind are permitted as pets. All birds must be confined in cages and not allowed to reside outside their cage.

#### **A Grade Tenant Behavior:**

Our goal at 1836 Property Management is to provide A grade properties to A grade tenants. Examples of A grade tenant behavior are the following:

- Looks after the property as if they owned it
- Lawns and gardens always well maintained
- Treats 1836 Property Management staff and vendors professionally and respectfully.
- Communicates effectively so that logistics such as repairs and routine walkthroughs can be handled on a timely basis for the benefit of all parties.
- Keeps their rent in line with lease requirements
- Maintenance needs are properly reported in writing in a timely manner
- Returns the property to us ready to rent when vacating
- Has a current email and phone number

A grade tenants and A grade properties are valuable. Not only do both make renting more enjoyable for the landlord and tenant, they make our job much easier and more fun as well. We reserve the right to refuse to rent to anyone that we do not believe will be an A grade tenant.

## **Required Renters Insurance**

**Disclosure:** Tenant understands and agrees that they are required to maintain a personal renter's liability insurance policy as long as the tenant occupies this home. The Tenant Liability coverage portion has to be equal to or greater than \$100,000. A minimum of \$50,000 personal property coverage and \$10,000 loss of use per occurrence is recommended.

If the Tenant fails to maintain a valid personal renter's insurance policy acceptable to landlord, and/or to provide proof of such valid and current renter's insurance policy acceptable to Landlord, Tenant will automatically be charged a one-time fee of \$75 plus a recurring lease violation fee.

## **NOTICES TO ALL APPLICANTS:**

**Rent Payments:** Quoted rents apply only to tenants that elect to use our online, integrated tenant payment system from their checking or savings account. A \$10.00 processing fee will be charged for each paper based payment received either in person or by mail or by any other method.

**Resident Benefit Package:** Tenants are responsible for a monthly charge of \$35.00. For further details regarding the services provided, visit:  
<https://1836propertymanagement.com/residents-benefits-package/>.

**HOA & Lease Violation Fines:** It is the responsibility of the applicant to seek out information regarding the rules and regulations associated with living in a home governed under an HOA. Residents are responsible for all HOA violation fines assessed. Contact the HOA directly for information regarding violations and associated charges. For additional lease charges & fines, visit:  
<https://1836propertymanagement.com/wp-content/uploads/2023/08/1836-Landlords-Rules-and-Regulations-version-11.30.21.pdf>

**NO SMOKING:** Smoking is not permitted inside any of our homes/garages or within 15 feet of the structure.

### **Business Relationship:**

We are licensed real estate agents in the state of Texas and we represent the Owner. The relationship between a landlord and tenant is a business relationship. A courteous and businesslike attitude is required from both parties. We reserve the right to refuse rental to anyone who is verbally abusive, swears, is disrespectful, makes threats, could be or appears to be under the influence, is argumentative, or in general displays an

attitude at the time of the showing or during the application process that causes management to believe we would not have a positive business relationship. We ask all parties to use decorum throughout the business relationship and afterward.

**School enrollment:** Concerns should be investigated prior to submitting your application. Please verify the school information with the school district, enrollments get capped and designation boundaries may change. The listing data is not always perfect.

**Crimes and statistics:** Applicants should satisfy their concerns regarding crime statistics or the presence of any sex offenders in the area, before submitting an application. This information is available free of charge on the internet:

- Sex Offenders: [www.txdps.state.tx.us](http://www.txdps.state.tx.us)

**Reasons for denial of applications:**

- If you failed to give proper notice when vacating a property.
- If a previous landlord(s) would be unwilling to rent to you again for reasons pertaining to your behavior or that of any family member, guest (welcome or not), your pets, or any animal on the property during your tenancy.
- If you have had three or more late payments of rent within the last 12 months.
- If you have an unpaid collection filed against you by a Property Management Company.
- If an unlawful detainer action or eviction has occurred within the past five (5) years.
- If you have recently received a 3-day notice to vacate.
- If you have had two (2) or more NSF checks within the last 12 months
- If you have filed for bankruptcy or foreclosure within the past 24 months we may deny your application.
- Any bankruptcy must have been discharged at least one year previous to the date of your application.
- If you have allowed any person(s), not on the lease, to reside on the premises.
- If we are unable to verify your information, we must deny the application.
- No businesses may be operated from the property. If you have a home based business that you think we might approve please let the Property Manager know.
- Criminal backgrounds involving violent crimes, prostitution, domestic violence, and/or involving the possession of weapons or illegal substances are all grounds for possible denial of an application. Any person required to be registered as a sex offender is possible grounds for denial. Felonies are grounds for possible denial as well.

\*\*If misrepresentations are found after the lease agreement is signed, the lease agreement will be terminated.

**Start of Lease Agreement:**

No rental property will be held vacant for more than two (2) weeks, unless approved by 1836 Realty, LLC.

Residents moving in before the 15th of the month pay prorated rent for that month, for residents moving in on the 15th or after they will need to pay the prorated rent and next month's rent at move-in.

Vacant Homes --- 1836 Property Management has a policy that all leases will begin within 14 days of application approval or availability date whichever is later. We are unable to hold the home rent free without a lease agreement longer than that time. Rent will be charged beginning on the 15th day.

Occupied Homes --- 1836 Property Management will typically advertise an availability date with the properties we manage based on the representation of the occupant. In some cases, those dates will need to change due to circumstances beyond our control. We ask the approved incoming tenant to be flexible in these cases. We understand the burden this can create and strive to advertise a solid date so incoming tenants can plan accordingly.

**Immediate Move In's:**

Our policy is a minimum of four business days from date of approved application and receipt of all funds. This gives us time to create and send leases, receive signatures, schedule move in reports through 3rd parties and ensure all properties are ready and up to 1836 standards.

**Upon Approval:**

**A one-time \$125 non-refundable lease administrative fee will be due prior to move in. This fee is to create, disburse and compile the lease and addenda.**

Once you are approved you will be notified by email. Applicants have 48 hours to deliver the deposit and have all parties sign the lease in order to secure the home off the market on your behalf.

If we do not receive your deposit or a signed lease within 48 hours of approval, 1836 Realty, LLC. will withdraw your approval, return the property to the market and process the next application received, and or consider any other applications.

You and any co-applicant may not change your mind once the lease (contract) is signed by all parties. At that point all parties are responsible for adhering to the contract.

**The following will be required before receiving keys:**

\*The tenant will be required to provide new utility account numbers.

\*Rent or prorated rent in certified funds or precleared through the online system.

\*If applicable, any additional or pet fees will be due in separate certified funds made out to 1836 Realty.

\*Copy of your renters insurance, must be received in writing

\*Copy of your pet records if applicable, must be received in writing.

### **Independent 3rd Party Property Reports - Required Item**

Itemization of tenant deposits are one of the most litigated and problematic tasks performed in real estate. To help avoid discrepancies and to protect the tenant as well as the landlord we require the use of an independent 3rd party to record the condition of the property at move in and move out.

The purpose of this report is to ensure that proper accounting related to the security deposit is accurately completed. Mistakes do happen. This independent report helps us increase the accuracy of documenting the property condition at the most critical times and HELPS PROTECT YOUR DEPOSIT. If you have any questions or concerns about the required reporting service do NOT fill out this application. Tenants will receive a PDF copy of the report from move in and move out uploaded to their tenant portal for their records. If you're busy on move in day or simply like the benefit of having this completed by an independent company you'll love this service. The current cost of this 3rd party service is \$99.99 per report. The cost of this service shall be reasonable and customary but may change without notice. The cost for this service will be applied to the tenant's ledger once completed. The service is required once at move in and once at move out. If you've ever had a dispute over a security deposit or been overcharged you can relate to how wonderful it would be to have such a report.



### **Acknowledgement and Representation:**

**The following Application Agreement will be signed by all applicants prior to signing a lease contract. While some of the information required may not yet be applicable to your situation, there are some provisions that may become applicable prior to signing a lease contract. In order to continue with this online application, you'll need to review the Application Agreement carefully and acknowledge that you accept its terms.**

### **APPLICATION AGREEMENT**

**1) Signing this application (electronic or otherwise) indicates that applicant has had the opportunity to review the landlord's tenant selection criteria, which is listed above and available upon request. The Tenant selection criteria may include factors such as criminal history, credit history, current income and rental history.**

**2) Applicant understands that providing inaccurate or incomplete information is grounds for rejection of this application and forfeiture of any application fee and may be grounds to declare applicant in breach of any lease the applicant may sign.**

**3) Applicant represents that the statements made in this application are true and complete.**