



VIRGINIA REALTORS®
TENANT CONSENT FORM



(This is a legally binding contract; if not understood, seek competent advice before signing)

Name of Tenant: _____

Property Address: _____

The undersigned Tenant does hereby affirm by his or her signature below that the Landlord is authorized to disclose and/or release information contained in the Tenant's files maintained by the Landlord, which shall include all information, including financial, maintenance, and other records about a tenant or prospective tenant, whether such information is in written or electronic form or other medium, without further consent being required by the Tenant, under the following circumstances:

- 1. The tenant or prospective tenant has given prior written consent;
2. The information is a matter of public record as defined in § 2.2-3701;
3. The information is a summary of the tenant's rent payment record, including the amount of the tenant's periodic rent payment;
4. The information is a copy of a material noncompliance notice that has not been remedied or, termination notice given to the tenant under § 55.1-1245 and the tenant did not remain in the premises thereafter;
5. The information is requested by a local, state, or federal law-enforcement or public safety official in the performance of his duties;
6. The information is requested pursuant to a subpoena in a civil case;
7. The information is requested by a local commissioner of the revenue in accordance with § 58.1-3901;
8. The information is requested by a contract purchaser of the landlord's property; provided the contract purchaser agrees in writing to maintain the confidentiality of such information;
9. The information is requested by a lender of the landlord for financing or refinancing of the property;
10. The information is requested by the commanding officer, military housing officer, or military attorney of the tenant;
11. The third party is the landlord's attorney or landlord's collection agency;
12. The information is otherwise provided in the case of an emergency;
13. The information is requested by the landlord to be provided to the managing agent, or a successor to the managing agent;
14. The information is requested by an employee or independent contractor of the United States to obtain census information pursuant to federal law;
15. The Landlord enters into an agreement with a third-party service provider to maintain tenant records in electronic form or other medium;
16. To the extent that it is a necessary for a third person to translate on behalf of Tenant to or from the English language, any information provided to such translator; or
17. The information is requested by a property, condominium or similar association in which the Dwelling Unit is located.
18. OTHER:

Tenant

Date: _____

Tenant

Date: _____

Tenant

Date: _____

Tenant

Date: _____

Accepted by:

Landlord/Managing Agent

Date: _____

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QUALIFYING CRITERIA FOR RENTAL APPLICANTS

It is the policy of Action Realty to offer equal housing opportunities for all persons regardless of race, color, religion, sex, handicap, familial status, national origin or elderliness, and ensure that the property meets the state, local and federal guidelines.

Action Realty uses the following general guidelines to determine eligibility status of applicants for occupancy:

Our Tenant Qualifications:

If you are applying as a group, meaning there is more than 1 applicant, each applicant will be required to submit their own applications. All applicant's names, numbers and emails info for applicant 2 and applicant 3 must be listed on applicant 1 initial application, we will need different email addresses for each applicant. If you are applying as a group, we will not be able to start the application Process until all applicants have successfully submitted their complete applications and required documentations. All information you enter is encrypted end-to-end and will not be shared or otherwise distributed with outside Parties without your explicit consent. Applicants will be charged a non-refundable \$75.00 application fee per adult (18 or older). Each adult over 18 is required to complete a Separate application form. In the event of multiple applications, we will approve the most qualified - best terms.

General and Income Requirements:

- All persons eighteen (18) years of age or older must be consider an applicant, complete an application and be listed as a tenant, unless living with a parent a legal guardian. An application fee of \$75.00 is required for each applicant.
- This Application Fee and credit check must be paid up front in order to process the rental application and are non-refundable. Certified funds or money order to Action Realty.
- Secured funds will be accepted in the name of the applicant(s) and including "Action Realty" upon acceptance of application for the required deposits and prorated rent amount.
- Pet Fees of \$200- \$400 (at owner's discretion) per pet are non-refundable and must be paid at time of lease signing (in certified funds), or within 5 days of obtaining a pet (if allowed) during the term of the lease. Additional pet rent, may be required.
- Military ID and latest LES are needed for each applicant on active duty.
- 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 require signed tax returns (2 years minimum), and 12 months of bank statements. 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.

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- Income Verification Income should be at least three (3) times the monthly rent and verifiable from an unbiased source: employer through pay stubs, tax returns, and/or bank statements. Self-employed income may also be verified with a CPA-prepared monthly financial statement or tax returns. Your employment history should reflect at least 6 months with by your current employer. Transfers or relocations must have correspondence showing an accepted job offer. Any verification fees required by the employer must be paid by the applicant. Income can be combined for married households, and group applications.
- DMV picture ID with social security number is required for all applicants at time of application
- Generally, two persons/occupants per bedroom are permitted for occupancy at our residential homes.
- A household must meet minimum income requirements of at least three (3) times the monthly rent.
- Applicants must have a verifiable employment reference that supports our income requirements.
- If unemployed, applicants must provide proof of source of all income. Liquid assets can be considered as income for non-working applicants. Applicants must provide proof of assets

Sight Unseen

Applying For/Renting Sight unseen? Our rental homes are in high demand, and you have the option to apply sight unseen. If you do choose to apply without seeing the home and are approved, in order to fully secure the property, you will need to execute a signed lease within 24hrs from approval. Sight unseen addendum will be required with the lease.

Approval is based on the following factors:

Credit History:

- Credit scores above 620 are considered good credit. Scores between 520-619 are considered questionable credits. Questionable credit scores may still be considered depending on the applicant's overall application and credit history. Credit scores under 519 will not be considered.
- Bankruptcies must be discharged in order to be considered for qualification.
- No applicants will be considered if he/she has any unpaid utility bills (electricity, water, sewage, trash or gas). The applicants must show proof of payment in full.
- A chronic, severe or recent history of late payments may cause an application to be rejected.
- In the case of a foreclosure, the applicant must have re-established a favorable rental history since the foreclosure. The landlord reserves the right to request security deposit equal to two (2) month's rent.

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Rental History:

- REASONS FOR DENIAL OF APPLICATIONS If you failed to give proper notice when vacating a property. If the 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), or any animal on the property during your tenancy. If you have had two 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 5-day notice to pay. If you have less than a 520 combined average Trans Union applicant credit score. If you have had two (2) or more NSF checks within the last 12 months. 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. If you violate any of our terms of service during this application process.
- Any rental history indicating late payment in excess of three (3) times and/or indicating non-sufficient fund checks in excess of two (2) times within a twelve (12) month period will be cause to deny application.
- Any history of vacating housing without giving proper notice could be cause to deny application
- Any unpaid rental housing judgment within the last 24 months will result in rejection of the application
- Any rental history that documents non-compliance issues which include but are not limited to nonpayment of rent, domestic violence, property damage, disturbing the peace, disruptive or dangerous behavior, unsanitary or hazardous housekeeping may cause an applicant's application to be rejected.

Previous Residence History:

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, email address of landlord, and phone numbers, of Landlords with the dates of tenancy for the previous 3-5 years. Rental history must be verified from unbiased sources, landlord information will be matched to tax records. Homeownership will be verified from a current credit report. We can accept base housing as rental history. 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.

Criminal History:

- Misdemeanor or felony convictions involving a crime against persons or property, or any firearms convictions may be cause for rejection of application.
- Drug-related convictions may be a cause for rejection or application.
- Cruelty to animal related convictions may be a cause for rejections of application
- Prostitution or any other sex related convictions may be cause for rejection of application
- Active status on probation or parole resulting from any of the above may be cause for rejection of application.

Sex Offenders

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 [HERE](#).

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Pets:

- Number of pets must not exceed that imposed by local law
- All pets must meet the approval of the landlord.
- Pictures of all pets are required at time of application as well as required pet deposit
- Pit bulls, Rottweilers, German Shepherds and Dobermans (or any other dog that qualifies as a “dangerous dog” as outlined in the Code of Virginia) are restricted breeds and are not permitted at our rental homes.
- The landlord reserves the right to request additional pet deposit and per rent.
- If you have a Service dog. The service dog must have a certification for training as a service dog. Additional information maybe required.

Errors & Omissions:

Every effort has been made to provide applicants with reliable and accurate information regarding the home you are applying for — however, changes can and do take place to cause inaccurate information to be accidentally presented. We encourage all tenants to verify schools, allowable pets, expected features, or any HOA concerns prior to signing a lease agreement. Any information posted in online advertisements does NOT constitute a written agreement or guarantee of the facts stated.

No Smoking:

Smoking of any kind is NOT permitted inside the home, garage.

Disabled Accessibility:

Any concerns should be submitted in writing to the property manager. We must obtain Owner approval to allow modification of the premises. All modifications are at the expense of the disabled person, and the disabled person must agree to restore the premises, at their own expense to the pre-modified condition (provided the modification would affect the use and enjoyment of the premises for future residents). We require written proposals detailing the extent of the work to be done, approval from the landlord before modifications are made, appropriate building permits with required licenses made available for the landlord's inspection, and a restoration deposit may be required per Fair Housing guidelines.

School Boundaries:

School Enrollment concerns should be investigated prior to submitting your application. Applicants must verify their own school information with the school district. We highly recommend you contact the local school district should any of the school boundaries be a concern for the home you would like to rent. IT IS THE DUTY OF THE APPLICANT TO VERIFY SCHOOL BOUNDARIES.

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Misrepresentation:

- The information given on the application must be correct and truthful. Any willful misrepresentation by the applicant in the application process will result in denial of your application and termination of your lease agreement. If misrepresented is determined after the application has been approved, but before lease execution, Management reserves the right to refuse occupancy.

Application Approval:

All approved applicants will receive further instructions via Text or email.

Lease Agreement with Security Deposit Upon approval, the security deposit and applicable pet fees will be required within 2 business days via certified funds.

START OF LEASE Vacant Homes: Our policy is that all leases on vacant homes must begin within 30 days of application approval. We are unable to hold the home rent-free without a IO lease agreement longer than that time.

Leases starting within 5 days of the end of the month — We will require the next full month's rental amount with the pro-rate.

Move-in Schedule: The move-in inspection will be scheduled based on your move in date and we prefer that all occupants are present on that day to inspect the property. If only one applicant attends that will suffice to document the current condition of the home and all parties are deemed responsible.

Action Realty utilizes the following criteria and procedures to determine the qualifications of applicants seeking to rent properties managed by Action Realty.

Application Stage:

Applicant completes an Application for Tenancy and pays a non-refundable application fee plus other fees to defray the cost of the required credit check(s) obtained through Retail Merchants or a similar credit reporting agency. Applications received on the weekends will be processed on Monday. In the event there are multiple applications, the applicant that is most qualified will be accepted, at the sole discretion of the owner

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II. REVIEW STATE

Information provided by the Applicant on the application will be verified and used as a basis for the following review:

A – Income – A formula is used to determine whether the applicant has sufficient income to pay the rent for the property in question.

Monthly debt payments + proposed rent divided by monthly gross income must not exceed 40% to receive an acceptable rating for this category. This is an industry accepted ratio and may be adjusted on a case-by-case basis.

B - Credit Check – A written report, when possible, is obtained from Retail Merchants or similar credit reporting agency. The entire report is reviewed with the following information given specific attention:

judgments – Any? Amount? Age? Has judgment been satisfied? Applicants who have unpaid judgments will receive an unacceptable rating for this category. Case-by-case, the property manager will view each case on its own merits, discuss the merits with the owner, taking special care to avoid violating confidentiality and Federal Laws, and a joint decision will then be made.

Bankruptcies – Has the applicant filed bankruptcy? If so, when? Applicants who have filed bankruptcy which was discharged at least 2 years ago and who have subsequently established a satisfactory credit history may receive an acceptable rating for this category. If discharged, based upon the reason for the bankruptcy, the type of bankruptcy, and date discharge the property manager will then review the situation with the owner.

C – Incomplete applications requirements – To facilitate the application process it is required that all applicants provide all information needed, incomplete application will delay the process as the applicant will be contacted to provide more information. Any application without signatures will not be processed.

III. RENTAL HISTORY

Action Realty will make every effort possible to contact the applicant's current and past landlords to:

- a. Verify information provided by the applicant.
- b. Determine /confirm the amount of the previous rent.
- c. Determine if the applicant took good care of the property.
- d. Determine if the applicant made timely rental payments.
- e. Determine if the applicant gave proper notice when terminating the lease.
- f. Determine the condition of the premises when the applicant vacated.

IV EMPLOYMENT HISTORY

Action Realty will contact the applicant's employer to determine and/or verify

- a. Employment
- b. Occupation
- c. Length of employment
- d. Prospects of continued employment

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e. Salary

f. If active duty military, PCS orders may be requested

V. ACCEPTANCE OR DENIAL OF APPLICATION

Acceptance is subject to all verifications and will depend on how quickly the responses will be obtained. Once the application has been accepted the applicant will be notified and will then be required to execute the lease agreement and pay all the required deposits and rent by certified funds up on notification. Failure to execute the lease within 24hrs signing of a lease agreement. If application is denied, Action Realty will notify the applicant by phone.

VI. MONTHLY RENT PAYMENTS

All rent certified checks and/or money orders should be made payable to ACTION REALTY or directly deposited into ACTION REALTY account. They must bear the property address and NAMES of the tenants. Rent for the first month must be in certified funds paid prior to move in.

WE WILL NOT ACCEPT CASH FOR RENTAL PAYMENTS!

Security Deposit

Upon approval of your rental application a lease will be sent to you for review any signatures. Once the lease is signed you will be required to pay the security deposit to secure the poverty.

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RENTAL APPLICATION AND CREDIT REPORT ORDER FORM

The property will be shown and made available to all persons without regard to race, color, creed, religion, national origin, sex, familial status, handicap, or elderliness in compliance with all applicable federal, state and local fair housing laws and regulations. This Application for Residential Lease (the "Application") is made through ("Applicant", individually and ("Action Reality") collectively) ("Listing Broker" or "Agent," who represents Landlord), and Leasing Broker does not through Action Reality represent Applicant). If Listing Broker is engaging in dual or designated agency, a separate consent agreement has been entered into by Listing Broker and Applicant.

Applicant hereby applies for a residential dwelling unit (the "Dwelling Unit") located at _____

Virginia, in the City/County of _____

Dollars (\$) _____

All persons over the age of 18 who will reside in the Dwelling Unit must complete this Application

PLEASE FILL IN ALL INFORMATION COMPLETELY

1. Applicant Information.

	Applicant #1	Applicant #2	Applicant #3
Name			
SSN/ITIN			
Date of Birth			
Work			
Cell Phone			
Present Address			
Years			
Landlord			
Landlord Address			
Landlord Phone			
Previous Address			
Years			
Landlord			
Landlord Address			
Landlord Phone			
Presently Employed By			
How long?			
Position			
Salary (Wk., Mo., Yr.)			
Supervisor			
Telephone			
Formerly Employed By			
How long?			
Supervisor			
Other Occupants:			
Name/Age/Relationship			
Email Address:			

2. Vehicle Information:

	Applicant # 1	Applicant # 2	Applicant # 3
Number of Vehicles			
Make			
Model			
License #			

3. Pets:

	Applicant # 1	Applicant # 2	Applicant # 3
Type			
Breed			
Color			
Weight			

4. If you are presently in the Armed Services, stat

	Applicant # 1	Applicant # 2	Applicant # 3
Branch			
Rank			
Year in Services			

5. Other Income You Would Like Landlord to Consider:

	Applicant # 1	Applicant # 2	Applicant # 3
Amount (Wk., Mo., Yr.)	\$	\$	\$
Source			

6. In Case of Emergency Notify:

	Applicant # 1	Applicant # 2	Applicant # 3
Name			
Address			
Phone			
Relationship			

7. **Rental and Credit History:**

a. Reason for leaving current residence:

Applicant #1	Applicant #2	Applicant #3

b. Have you ever been rejected for tenancy? If Yes, please explain:

Applicant #1	Applicant #2	Applicant #3
___Yes / ___No	___Yes / ___No	___Yes / ___No

c. Have you ever refused to pay rent when due, been a defendant in an unlawful detainer action or eviction, or otherwise been sued by a landlord for matters related to a tenancy? **If so, please give details, and the status of any pending actions:**

Applicant #1	Applicant #2	Applicant #3
___Yes / ___No	___Yes / ___No	___Yes / ___No

d. Have you ever filed for bankruptcy? If so, please give dates of filing and status of case:

Applicant #1	Applicant #2	Applicant #3
___Yes / ___No	___Yes / ___No	___Yes / ___No

e. Please give the names and phone numbers for three references:

Applicant #1	Applicant #2	Applicant #3
Name: _____ Phone #: _____	Name: _____ Phone #: _____	Name: _____ Phone #: _____
Name: _____ Phone #: _____	Name: _____ Phone #: _____	Name: _____ Phone #: _____
Name: _____ Phone #: _____	Name: _____ Phone #: _____	Name: _____ Phone #: _____

8. CRIMINAL HISTORY: Has any Applicant ever been convicted of, pleaded guilty to, or entered a plea of no contest to any felony, or to any misdemeanor for a crime that involved harm to any other person or property? **If the answer is Yes, please give all details, including the specific offense(s), date(s), sentence(s) and jurisdiction(s) in which the offenses occurred, as well as any information on the status of any current probation.**

Applicant #1	Applicant #2	Applicant #3
___Yes / ___No	___Yes / ___No	___Yes / ___No

9. **CHECK IF ANY APPLICANT OWNS:**
 CAMPER MOTORCYCLE BOAT TRUCK TRAILER

10. GUARANTY. Please provide the following information if the Lease Agreement will be guaranteed, in accordance with the Rental Selection Criteria of Listing Broker or Landlord

Name of Guarantor : _____
Relationship: _____
SSN/ITIN: _____
Date of Birth: _____
Address: _____

Phone Number: _____

Name of Guarantor : _____
Relationship: _____
SSN/ITIN: _____
Date of Birth: _____
Address: _____

Phone Number: _____

11. APPLICANT INVESTIGATION: Applicant should exercise whatever due diligence Applicant deems necessary with respect to information on the Dwelling Unit, including without limitation, mold, lead-based paint, pests or insects, and any sexual offenders registered under Chapter 23 (sec. 19.2-387 et seq.) of Title 19. Information regarding registered sex offenders may be obtained by contacting your local police department or the Department of State Police, Central Records Exchange at (804) 674-2000 or www.vsp.state.va.us. Upon Applicant's request, Landlord will provide Applicant with a copy of the Lease Agreement for review.

12. INFORMATION CORRECT: Each Applicant hereby certifies that the information contained in this Application is true and correct to the best of Applicant's knowledge and belief. Each Applicant hereby authorizes Listing Broker to conduct a credit check on Applicant and such background checks as determined appropriate by Listing Broker to verify information provided herein by Applicant for approval or rejection of this Application.

We have read the terms and conditions of this Application. We understand this is a binding contract separate and apart from the Lease Agreement.

Signature of Recipient:

Applicant 1

Applicant 2

Applicant 3

Application fee \$50 plus \$25.00 per credit report.

Applicant 1: (\$75.00)

Applicant 2: (\$75.00)

Applicant 3: (\$75.00)

Once you click submit your application will be received however we cannot process any application until you remit payment for your application fees and all required documentation. Any missing information will cause a delay in the processing of your application. Please contact the property manager directly for payment information.