

Rental Criteria

Property Address: 26834 Nightingale Songs Dr, Katy, Texas 77493

These Tenant Selection Criteria are provided in accordance with **Texas Property Code § 92.3515**. The criteria below explain how the landlord or property manager will evaluate your rental application. If your application does not meet these criteria, it may be denied, or other conditions may apply (such as a higher deposit, co-signer, or increased rent).

1. **Identification:** Applicants must provide a valid government-issued photo ID sufficient to verify identity.
2. **Application Fee:** A non-refundable application fee of \$55 is required for each applicant age 18 or older.
3. **Administrative Fee:** If the property is managed by Dzuy Realty, a \$50 non-refundable administrative fee is due within 24 hours after approval. This covers onboarding and processing and is separate from all other fees.
4. **Background Check:** A background check will be conducted on all applicants age 18 or older. The landlord may consider criminal history, public records, and other background information that relates to resident safety, property protection, or lease compliance. Decisions may be based on the type, severity, and age of the offense, along with any other relevant information. Arrests without conviction will not automatically result in denial.
5. **Credit History:** Credit history may be reviewed for payment history, collections, charge-offs, past-due balances, bankruptcies, judgments, rental collections, and overall credit behavior. Medical debt may be reviewed separately. Lack of credit history alone will not automatically result in denial, but may require additional deposit, co-signer, or other lawful condition.
6. **Rental History:** Applicants must provide at least 2 years of verifiable rental history or mortgage payment records. Evictions, broken leases, unpaid balances, property damage, lease violations, or negative rental references may result in denial. If the applicant's current or previous landlord, property manager, or mortgage holder does not respond to verification requests within a reasonable time, the rental history may be considered unverifiable. Unverifiable rental history may result in denial, additional deposit, co-signer requirement, or other lawful conditions.
7. **Proof of Income:** Applicants must demonstrate a gross monthly income of at least three times the monthly rent. For applicants using housing assistance, income may be evaluated based on the applicant's tenant-paid portion and

applicable program requirements. To verify income, **TWO TYPES PER INCOME** of proof must be submitted from the following list:

- 3-4 most recent pay stubs
- 1 letter of employment on company letterhead with verified contact and salary
- 3 months of bank statements showing consistent income deposits
- 1 most recent federal tax return, such as Form 1040, with supporting W-2 or Form 1099 if applicable
- 1 Social Security award letter per recipient
- 1 disability or pension documentation
- 1 child support or alimony documentation, which must be court-ordered
- 1 housing assistance documentation showing voucher payment allowed

Employment, business income, retirement income, housing assistance, benefits, or other lawful income must be verifiable. A short employment history may require additional documentation, a co-signer, or an additional deposit where allowed.

8. **False or Incomplete Information:** Any false, misleading, or unverifiable information may result in automatic denial of the application.
9. **Animal Policy:** Household pets are subject to landlord approval, HOA rules, insurance restrictions, breed, size, number, and property limitations. Assistance animals are not pets and will be reviewed separately as reasonable accommodation requests under applicable law. No pet fee, pet deposit, or pet rent will be charged for approved assistance animals.

The following dog breeds are not allowed, whether full or mixed breed:

- Doberman Pinschers
 - Rottweilers
 - American Staffordshire Terriers
 - American Pitbull Terriers
 - Any canines other than dogs and hybrids thereof (Wolf or wolf-hybrids)
10. **Smoking Policy:** This is a smoke-free property. Smoking, vaping, marijuana use, or tobacco use is not allowed inside the dwelling, garage, or any area prohibited by the lease, HOA, or property rules. Applicants must agree to comply with this policy.
 11. **Renter's Insurance:** Tenants must provide proof of renter's insurance before move-in, with at least **\$100,000** in liability coverage.
 12. **Voucher Holding Deposit, Section 8 (If Applicable):**
Applicants using a housing voucher who receive conditional application approval must pay a Voucher Holding Deposit equal to one-half (½) of one month's rent within 24 hours of conditional approval. Once the Voucher Holding Deposit is received, the Property will be held exclusively for the applicant during the

voucher approval process, including PHA rent review, affordability review, document processing, inspection, reinspection if needed, lease approval, and HAP contract processing.

If a lease is signed, the Voucher Holding Deposit will be credited toward the security deposit or other lawful move-in amount.

Voucher Inspection and Program Timing:

The applicant understands that inspection, rent approval, reinspection, lease approval, HAP contract processing, and other housing program requirements are normal parts of the voucher process and may take additional time. Payment of the Voucher Holding Deposit does not guarantee that the Property will pass inspection, receive final program approval, or be available for move-in on a specific date.

A failed inspection, including an initial inspection or reinspection, does not by itself make the Voucher Holding Deposit refundable or non-refundable. Landlord will be given a reasonable opportunity to complete required corrections and continue the approval process in good faith.

Reasonable time may take into consideration the nature of the required correction, contractor availability, parts or material availability, weather, property access, housing authority scheduling, reinspection availability, and applicable program deadlines.

If final program approval cannot reasonably be obtained after Landlord has had a reasonable opportunity to complete required corrections and has acted in good faith to continue the process, the Voucher Holding Deposit will be refunded unless the failure resulted from the applicant's withdrawal, failure to cooperate, failure to complete applicant-side program requirements, misrepresentation, or other applicant-caused delay or failure.

Refundable Conditions

The Voucher Holding Deposit will be refunded if the voucher tenancy cannot proceed for a reason not caused by the Applicant, including:

- The Landlord decides not to proceed with the tenancy for a reason not caused by the Applicant.
- The housing authority or housing program does not approve a rent amount that the Landlord is willing to accept.
- The Property cannot obtain final program approval after the Landlord has been given a reasonable opportunity to complete required corrections and has acted in good faith to continue the approval process.
- The housing authority or housing program denies or is unable to complete the tenancy for a reason outside the Applicant's control, provided the

Applicant has timely completed and reasonably cooperated with all applicant-side requirements.

- The voucher or program approval expires because of housing authority processing, inspection scheduling, reinspection scheduling, or another program delay not caused by the Applicant, provided the Applicant has timely completed all required applicant-side actions.

Non-Refundable Conditions

The Voucher Holding Deposit may be retained if, after conditional approval and after the Property has been held exclusively for the Applicant, the tenancy does not proceed because of the Applicant's action or failure to act, including:

- The Applicant withdraws, cancels, changes their mind, or otherwise chooses not to continue with the Property, lease, or voucher process.
- The Applicant fails to timely sign the lease or other required documents after being notified that they are ready for signature.
- The Applicant fails to provide, complete, correct, or sign required documents or verification within the reasonable deadline stated in a written request.
- The Applicant fails to timely respond to reasonable written requests from the Landlord, Property Manager, or housing program.
- The Applicant fails to complete an applicant-side housing program requirement, appointment, recertification, inspection-related requirement, voucher extension, or other required step by the applicable deadline.
- The Applicant provides materially false, misleading, incomplete, conflicting, or unverifiable information that prevents the application, lease, inspection, rent approval, or voucher process from being completed.
- The Applicant otherwise fails to reasonably cooperate with the voucher approval process and that failure causes the tenancy or program approval to be denied, canceled, or expire.

A delay, failed inspection, reinspection, or housing authority processing delay alone is not grounds for retaining or refunding the Voucher Holding Deposit. The cause of the failure to complete the tenancy will determine whether the deposit is refundable.

In accordance with Texas Property Code § 92.352, if the Landlord or Property Manager does not provide notice of acceptance on or before the seventh calendar day after the applicant submits a completed rental application, the application is considered rejected by law. If the seventh day falls on a Saturday, Sunday, or state or federal holiday, the deadline extends to the end of the next day that is not a Saturday, Sunday, or state or federal holiday.

By signing below, you acknowledge that you have reviewed and understand the Tenant Selection Criteria. The tenant selection criteria may include factors such as criminal history, credit history, current income, and rental history. Incomplete or inaccurate information may result in denial. Application fees are non-refundable.

Applicant 1 Signature & Date: _____

Applicant 2 Signature & Date: _____

Applicant 3 Signature & Date: _____

Applicant 4 Signature & Date: _____

Applicant 5 Signature & Date: _____