

Consumer Financial Protection Bureau
1700 G St., NW
Washington, DC 20552

Federal Trade Commission
600 Pennsylvania Ave., NW
Washington, DC 20580

Re: Response to Request for Information, Docket ID FTC-2023-0024

Texas Appleseed is a public interest justice center that promotes social, economic, and racial justice for all Texans. Our statewide policy work includes issues related to fair housing, criminal justice, and youth homelessness. Our goal is to ensure that all families have the opportunity to live in safe, decent neighborhoods with equal access to educational and economic opportunity; we welcome the opportunity to respond to the Federal Trade Commission (FTC) and Consumer Financial Protection Bureau's (CFPB) Request for Information on Tenant Screening.

In our landmark report [*The Long-Lasting Impact of Eviction Records*](#), we discuss how tenant screening processes prevent housing applicants from being considered for housing if they have had an eviction case filed against them – regardless of the outcome of the eviction case. This means that even if tenants win the eviction case against their landlord, the case is dropped, or the case was filed in error, the simple fact that a case was filed could still be used to deny them housing for years in the future. Tenant screening practices are particularly harmful to Black women with children as well as people who are undocumented, people with disabilities, or formerly incarcerated people as these populations are more likely to have an eviction filed against them.

Stormy Clark, an attorney in Houston, Texas felt the ramifications of a mistaken eviction notice for years. When she first moved to Houston in 2013, she lived in an apartment complex in North Houston. One day she found an eviction citation on her apartment door commanding her to appear at court, even though her rent was current, and she had not broken her lease. When she asked her landlord about the citation, her landlord said that the eviction notice had been intended for one of Stormy's neighbors and had been accidentally placed on her door. The case was dismissed by the Justice of the Peace.

Despite the fact that her landlord never intended to evict her and dismissed the case, this mistaken eviction filing followed Stormy for years. Each time she applied for housing, she had to bring copies of the case dismissal to show landlords before they rejected her application. Even though the case against her was a mistake unrelated to her fitness as a tenant, it remained as a stain on her record for years, complicating her attempts to find housing.

Stormy's case highlights the need for uniform, non-arbitrary tenant screening standards. We urge the FTC and CFPB to protect tenant-consumers from unfair screening practices by requiring that tenant screening companies:

- Provide tenants with a copy of their screening report and allowing them to challenge inaccuracies;
- Require screening companies to verify information scraped from public records;
- Restrict eviction information provided by tenant screening companies to only include court-ordered evictions rather than eviction filings; and
- Restrict criminal background information to convictions rather than arrests.

Leveling the playing field for tenant-consumers will also require the FTC and CFPB to regulate landlords by:

- Implementing the [recommendations put forth by the U.S. Department of Housing and Urban Development](#) (HUD) to help curb discrimination against potential tenants with a criminal history¹, including but not limited to halting the:
 - Denial of housing based on arrest records.
 - Application of blanket bans on *anyone* with a criminal record.
 - Conduction of background checks inconsistently.
 - Prevent landlords from using evictions in rental application screenings.
- And requiring landlords to:
 - Consider individuals on a case-by-case basis, such as evaluating the nature/severity of the crime and the length of time that has passed since crime was committed.
 - Provide evidence that the housing provider has substantial, legitimate, nondiscriminatory interest to support denial of application, and require landlords to share the cause of denial in writing with the prospective tenant.
 - Show that the housing policy accurately distinguishes between criminal conduct that indicates a demonstrable risk to resident safety/property and criminal conduct that does not.
 - Review the underlying report produced by the tenant screening company before making a housing decision so they do not adopt the background screener's score or eligibility.

Finally, in order for these reforms to be effective, the FTC and the CFPB must enact and enforce a penalty against landlords who file discriminatory or retaliatory evictions.

¹ U.S. Department of Housing and Urban Development (2016). Office of General Counsel guidance on application of Fair Housing Act Standards to the use of criminal records by providers of housing and real estate-related transactions. Retrieved from https://www.thehousingcenter.org/wp-content/uploads/2022/06/HUD_OGCGUIDAPPFHASTANDCR.pdf

Please find our responses to select questions below.

12. Should landlords and property managers be required to return prospective tenants' application-related fees if the prospective tenant is not considered for the housing (e.g., because the landlord chose another applicant before considering the prospective tenant's application)?

Yes, in instances where the prospective tenant is not considered for housing, landlords and property managers should return prospective tenants' application-related fees. In Texas, most fees are between \$15 - \$50, which can add up quickly when applying to multiple properties.² Landlords should not be able to collect fees when applicants do not have a meaningful chance at receiving housing.

14. Do tenant screening practices have unique impacts on certain groups or communities? For example, are there unique impacts on historically underserved populations, such as Black, Indigenous, and people of color; the LGBTQI+ community (especially trans and gender nonconforming individuals); military service members; immigrants; public housing voucher recipients; renters with disabilities; or others?

- a. If so, what are these impacts and which tenant screening practices cause them?

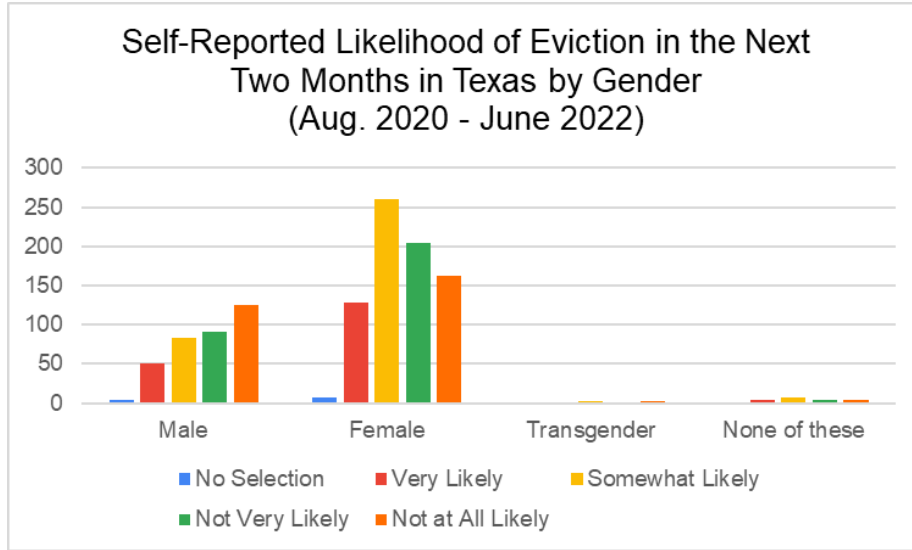
In our landmark report [The Long-Lasting Impact of Eviction Records](#), we discuss how evictions affect women, particularly Black women, at disproportionate rates. Women are more likely than men to serve as a defendant in an eviction proceeding.³ Black women with children are more likely than any other group to face an eviction. Formerly incarcerated persons, people with disabilities, and undocumented people all face higher eviction rates than the general population.

According to the U.S. Census Household Pulse Survey, between August, 2020 and June, 2022, respondents in Texas who identified as women were most likely to describe themselves as “Somewhat Likely” to be evicted in the next two months. Male-identified respondents most often described themselves as ‘Not at All Likely’ to face eviction in the next two months.

² *Rental Application Fees* | *Texas Law Help*. (2016, December 27).

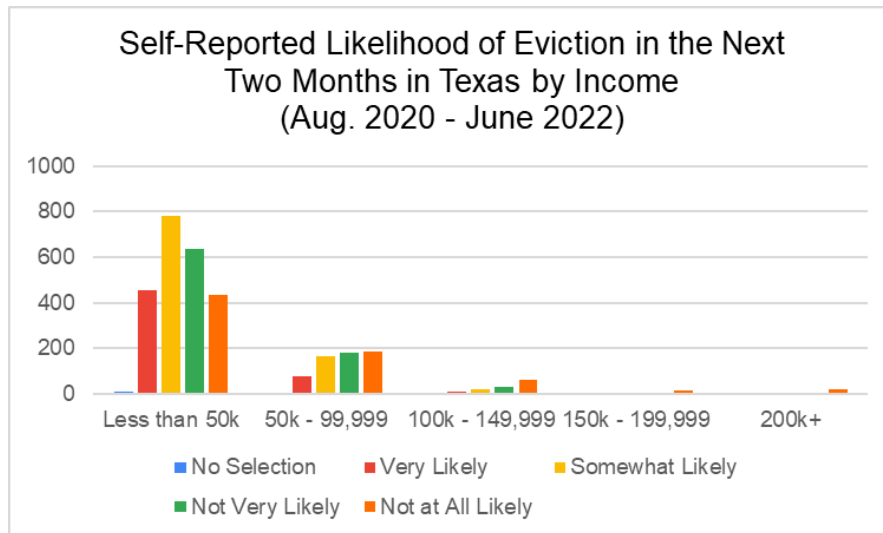
<https://texaslawhelp.org/article/rental-application-fees>

³ Sabbath, Kathryn A., Erasing the ‘Scarlet E’ of Eviction Records, *The Appeal* (Apr. 21, 2021), available at <https://theappeal.org/the-lab/report/erasing-the-scarlet-e-of-eviction-records/>.



Source: Texas Appleseed tabulations of US Census Bureau Household Pulse Survey Data, Questionnaire 2

Analyzing Household Pulse Survey responses by income, it becomes clear that lower income respondents felt the threat of eviction more so than their higher-earning counterparts. Respondents who made less than \$50,000 per year were most likely to describe themselves as “Somewhat Likely” to be evicted in the next two months while for all other income groups “Not at All Likely” to be evicted was the most common response.



Source: Texas Appleseed tabulations of US Census Bureau Household Pulse Survey Data, Questionnaire 2

Beyond evictions, people of color are generally overrepresented in the criminal justice system and therefore disproportionately screened out by tenant screening practices. As of 2021, Black

Americans were incarcerated in state prisons at 5 times the rate of White Americans.⁴ Interactions with law enforcement, from arrests to convictions, show up on tenant screening reports and are a chronic barrier to finding housing for people of color.

17. How are landlords and property managers currently requesting criminal record information and using criminal records in making housing decisions about prospective tenants?

Currently, landlords and property managers in Texas request information on a prospective tenant's criminal record upon application for residential lease. Per the Texas Property Code § 92.3515 (a)-(a)(1), an applicant's "criminal history" is considered grounds for denying one's tenancy. As written, this language permits the denial of an applicant based on *any* interaction with the criminal legal system (i.e., from arrest to incarceration) irrespective of conviction, disposition, and/or treatment; and regardless of the time that has passed since said interaction(s) occurred.⁵

While standard templates created by the Texas Realtors and Texas Apartment Associations require applicants to only disclose criminal history that resulted in a conviction⁶, applicants are also asked to consent to stand alone background checks and the running of consumer reports, which per state statute permits the disclosure of any record of arrest, indictment, or conviction that has occurred within the past 7 years.⁷ Both associations ask specifically about sex related convictions on their applications, while the application for the Texas Apartment Association explicitly asks about felonies and crimes against persons/property.⁸

All landlords and property managers, regardless of association or private status, are required to abide by the "Notice of Eligibility Requirements" section of Chapter 92 under the Texas Property Code.⁹ Under this section if an application for residency is required, then the landlord/property manager is obligated to notify the applicant of potential denial due to the presence of a criminal history and a statement of acknowledgement must be secured.¹⁰ Incorporation of this acknowledgement into a rental application is permitted, as long as that statement is bolded or

⁴ Ashley, N. (2021). The Color of Justice: Racial and Ethnic Disparity in State Prisons. <https://www.sentencingproject.org/reports/the-color-of-justice-racial-and-ethnic-disparity-in-state-prisons-the-sentencing-project/>

⁵ Texas Property Code § 92.3515 (a)-(a)(1).

⁶ Texas Association of Realtors. Residential Lease Application (2023). Retrieved from <https://freeforms.com/wp-content/uploads/2021/01/Texas-Residential-Rental-Application.pdf>. Texas Apartment Association. Rental Application for Residents and Occupants (2021). Retrieved from <https://www.taa.org/wp-content/uploads/2020/02/2019-Rental-Application-October-2019-FINAL-for-website.pdf>.

⁷ Texas Business and Commerce Code § 20.05 (a)(4).

⁸ Texas Association of Realtors. Residential Lease Application (2023). Retrieved from <https://freeforms.com/wp-content/uploads/2021/01/Texas-Residential-Rental-Application.pdf>. Texas Apartment Association. Rental Application for Residents and Occupants (2021). Retrieved from <https://www.taa.org/wp-content/uploads/2020/02/2019-Rental-Application-October-2019-FINAL-for-website.pdf>.

⁹ Texas Property Code § 92.3515.

¹⁰ Texas Property Code § 92.3515 (b)-(d).

underlined.¹¹ The standard applications for both the Texas Realtors and the Texas Apartment Associations include both notification of selection criteria and acknowledgement of denial of housing based on said criteria.

- a. How do landlords and property managers obtain criminal record information? For example, do they ask prospective tenants about their backgrounds, purchase criminal background reports (as part of a tenant screening report or as a standalone report), browse mugshot databases, or through other means?

Landlords and property managers obtain criminal record information primarily through two avenues, 1) by asking the prospective tenant about their criminal history upon application, and 2) by running a criminal background check through private background check companies and other consumer reporting agencies. It is important to note that when background screening reports are used as a determining factor in a person's housing, they are for all intents and purposes considered "consumer reports,"¹² and are thus subject to the same guidelines put in place for consumer reporting (e.g., reporting on any arrest, indictment, and conviction within the past 7 years).

- b. What types of criminal records are being used in evaluating tenants? For example, are landlords and property managers focusing on records from a particular part of the criminal process (e.g., arrest records, charging records, conviction records, or a combination) or relating to particular criminal activity (e.g., felonies, misdemeanors, records related to specific types of offenses)?

Given that state law permits the denial of residential lease due to the presence of *any* type of criminal history regardless of conviction and/or time-passed¹³, all types of charges/offenses are subject to consideration for dismissal of an applicant. And while the standard rental applications that are widely used by members of the Texas Realtors and Texas Apartment Associations do limit requests of personal disclosure to criminal convictions only, the requirement to consent to third-party background checks and consumer reports upon signing their applications, provides landlords with information beyond convictions including arrests and indictments not resulting in convictions.

¹¹ Texas Property Code § 92.3515 (c)-(d).

¹² Federal Trade Commission (April 2016). What employment background screening companies need to know about the Fair Credit Reporting Act. Retrieved from <https://www.ftc.gov/business-guidance/resources/what-employment-background-screening-companies-need-know-about-fair-credit-reporting-act>.

¹³ Texas Property Code § 92.3515 (a)-(a)(1).

- c. Do landlords and property managers review and consider records about traffic violations (whether reported as infractions, misdemeanors, or otherwise) in evaluating a prospective tenant?

There is still more evidence needed to determine how, when and if landlords and property managers are *seriously considering* traffic violations for the purpose of denying a tenant application. In Texas, landlords and property managers have access to a prospective tenant’s criminal background history going as far back as seven years¹⁴, which means they are able to review even the lowest-level interactions with police, such as Class C misdemeanors – which is how traffic violations in Texas are codified..

Additionally, unpaid traffic tickets can result in one’s debt being sent to collections, and warrants being put out for their arrest – both impact a candidate’s credit score, and show up on their criminal background check, thus indirectly impacting rental decisions.

- d. What steps, if any, do landlords, property managers, and other industry participants take to avoid discriminatory impacts from their use of criminal records in assessing prospective tenants?

There is limited evidence to suggest that there are specific actions being taken from landlords and property managers to avoid discriminatory impacts from their use of criminal records. A study from the Louisiana Fair Housing Center¹⁵ found that across the states of Texas, Louisiana, and Mississippi, landlords were actually applying conviction policies inconsistently by race.

18. What are the potential benefits and harms of considering criminal records in making housing decisions?

Housing is a key factor in reducing recidivism rates. Yet, finding housing is oftentimes one of the greatest challenges¹⁶ someone exiting the prison system faces. When criminal records are relied upon for housing decisions, stigma and financial interest shut those with records out from housing. This is harmful to public safety, because it increases the odds that someone will reoffend. In addition, it drives up homelessness and housing insecurity¹⁷. These harms have been shown time and time again

¹⁴ Texas Business and Commerce Code § 20.05

¹⁵ Louisiana Fair Housing Center. (2021). Denials, Discounts, and Discriminations, An Investigation into Racial Discrimination in Rental Practices in the Gulf South. Louisiana Fair Housing Action Center. Retrieved from <https://lafairhousing.org/wp-content/uploads/2021/07/LaFHAC-Denials-Discounts-and-Discrimination-in-the-Gulf-South.pdf>

¹⁶ National Housing Law Project (2010). The importance of housing for formerly incarcerated individuals. Housing Law Bulletin (40). Retrieved from <https://nhlp.org/files/Page%208%20Doc%201%20NHLP%20Bulletin%20Article%20Reentry.pdf>

¹⁷ Ibid.

Research has found that the older a criminal history becomes, the less utility it holds for property managers and landlords when making housing application decisions. Property managers tend to consider the “age of criminal history” when considering tenants over their offense level¹⁸. This means a newer record, regardless of the severity of the offense, is considered more heavily than an older one. Research also shows us that after four years of being crime-free, a person who was involved in the system’s odds of reoffending return to that of a regular citizen¹⁹. But, as noted earlier, consumer reporting agencies are allowed to furnish criminal background checks that go back seven years, meaning any arrest or offense during that time period could impact their housing outcomes. There is minimal evidence that shows there are additional steps or discussions occurring when a landlord is evaluating these criminal records.

19. How accurate (including complete) are criminal records, both from public records sources like courts and as provided by tenant screening companies? Where there are inaccuracies, where do these errors originate?

Criminal records are susceptible to inaccuracies because they are not updated when people get their records sealed or expunged. Records may also be incomplete if the screener is using a catch-all background check that includes arrests; the record may not be adequately updated to show arrests that result in dismissals. For instance, the CFPB received more than 17,200 complaints from *tenants* regarding tenant screening from January 2019 through September 2022²⁰. These complaints related to incorrect information, either due to information that did not belong to them, outdated information that legally should have been excluded, or inaccurate information relating to court records.

Further, background checks do not allow screeners to see the full circumstances of an individual’s situation that constituted the criminal record. People may engage in antisocial behavior (i.e., crime) for various reasons, including factors such as homelessness and poverty. Despite this, the record-keeping system puts a blanket over anyone who it comes into contact with. Thus, many people do not obtain a full story of one’s circumstances.

- a. Are there particular types of oversight and quality control efforts that can catch these inaccuracies before they appear on tenant screening reports?

¹⁸ Leasure, P., Doyle, R.C., Boehme, H.M., & Zhang, G. (2022). Criminal history, race, and housing type: An experimental audit of housing outcomes. *Criminal Justice and Behavior*, 49 (10), 1536–1553

¹⁹ Blumstein, A. & Nakamura, K. (2012). Extension of current estimates of redemption times: Robustness testing, out-of-state arrests, and racial differences. U.S. Department of Justice, National Institute of Research (No. 2009-IJ-CX-0008)

²⁰ Ockerman, E. (2022). ‘Sloppy, bad, false data’: Tenant-screening reports used by landlords can include outdated or incorrect information, CFPB says. MarketWatch. <https://www.marketwatch.com/story/sloppy-bad-false-data-tenant-screening-reports-used-by-landlords-can-include-outdated-or-incorrect-information-cfpb-says-11669242497>

Yes, we must ensure through oversight policies that the front-end process is streamlined and automatic to address the lag in information updates (e.g., requiring third parties to update their purchased data to avoid inaccuracies or incomplete records). Further, we must penalize those who do not comply with updating said information.

20. Are there issues with the overall accuracy or completeness of criminal records that impact their usefulness in assessing individuals for housing or the benefits of considering them in making housing decisions? What research (statistical or otherwise) exists to show whether criminal records (or particular types of criminal records) are useful or relevant to assessing whether a particular individual is more likely to have a negative housing outcome (for example, to damage property, harm other residents, or otherwise violate their lease) when compared to the general population?

One cannot predict future criminality with certainty. Rather, we can only point to one's *likelihood* given certain factors. Even then, we cannot definitively state that one factor is indicative of a certain outcome or behavior over others. For instance, even people with sex offenses have very little likelihood of reoffending sexually once "caught".²¹

We can point to data on one's likelihood to reoffend to show why using records is futile. For instance, the U.S. Department of Housing and Urban Development's (HUD's) Office of Policy Development and Research (PD&R) found that tenants with a criminal history performed similarly to those without a criminal history²². Further, no empirical evidence exists to justify a 'blanket exclusion' of people with criminal histories from housing.

Future research should explore what "types of records" should be considered here. Criminal history has not shown to be predictive of poor tenancy; poor tenancy has shown to be a predictor of poor tenancy.

28. How does the accuracy of eviction records impact their usefulness in assessing individuals for housing or the benefits of considering them in making housing decisions?

The accuracy of eviction records has a significant impact on both the landlord and the tenant, however, the consequences for tenants are much more serious. It is widely understood that evictions push people out of housing, but eviction records can keep people from securing future housing, even when they are inaccurate. Often this is due to tenant screening companies sharing inaccurate or dated information with landlords that punishes the applicant. Inaccuracies can arise

²¹ Przybylski, R. (n.d.). Chapter 5: Adult Sex Offender Recidivism. Department of Justice, Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking. <https://smart.ojp.gov/somapi/chapter-5-adult-sex-offender-recidivism>

²² PD&R Edge Online Magazine (May 2022). Tenant screening with criminal background checks: Predictions and perceptions are not causality. Retrieved from <https://www.huduser.gov/portal/pdredge/pdr-edge-frm-asst-sec-051722.html>

from various sources: errors, outdated information, incomplete information on the outcome of an eviction case, and a lack of legal accountability to report when cases have been sealed or expunged.²³

Inaccurate eviction records place a significant burden on applicants and can be hard to address. For example, MRI Software, a national tenant screening company, was sued for violating the Fair Credit Reporting Act by sharing false and misleading information about an applicant's rental history twice.²⁴ Specifically, MRI Software shared at least two reports, two separate times, with property managers at two different complexes that inaccurately reported the applicant was evicted when their case was dismissed, expunged, and sealed.²⁵ Even after MRI Software claimed to have "verified" the eviction case, the information the company reported was still inaccurate and caused the applicant to be denied housing. Not only was the tenant denied housing twice, they spent money on application fees, court fees, and sustained damages to their creditworthiness.²⁶

The production of inaccurate eviction information by MRI Software is not uncommon, and similar experiences have occurred with other tenant screening companies like RealPage and Corelogic Rental Property Solutions which settled a class action lawsuit with 2,000 consumers who were denied housing because of the company's reporting inaccuracies.²⁷ In fact, from 2019 - 2022 the CFPB reported 26,700 complaints related to tenant screenings.²⁸ Although high, the complaint numbers reported by the CFPB are likely an undercount as some tenants do not have the time or tools to file a complaint or challenge their application being denied. Having accurate eviction records reported by tenant screening companies is critical not only to ensure that tenants are not burdened with numerous application fees, but also to prevent people from experiencing housing insecurity.

30. Are there additional steps regulators can and should take with respect to the use of eviction records in tenant screening, and if so, what are those steps?

Yes. There are several ways the CFPB can regulate tenant screening companies to ensure information being reported to landlords is accurate and fair. The following recommendations are not an exhaustive list of ways regulators should hold tenant screening companies accountable for the information they produce, but serve as a starting point for the CFPB to consider.

²³ Shetty, Nisha, The Real Deal, *The problem with tenant screening reports*. (September 2022) available at <https://therealdeal.com/new-york/2022/09/12/the-problem-with-tenant-screening-reports/>

²⁴ Francis Mailman Soumilas, P.C., Files Class Action Lawsuit Against National Tenant Screening Company for Violating the Fair Credit Reporting Act (December 2020), available at <https://www.consumerlawfirm.com/lawsuit-national-tenant-screening-company-fair-credit-reporting-act/>

²⁵ *Id.*

²⁶ *Id.*

²⁷ Shetty, Nisha, The Real Deal, *The problem with tenant screening reports*. (September 2022) available at <https://therealdeal.com/new-york/2022/09/12/the-problem-with-tenant-screening-reports/>

²⁸ Shrikant, Aditi, NBC News, This common problem with tenant background checks is costing renters. (November 2022) available at <https://www.cnbc.com/2022/11/17/background-checks-are-often-inaccurate-make-renting-more-expensive.html>

Regulators should ensure that rules are in place to automatically provide tenants with a copy of their screening report when companies are distributing that information to landlords. By giving tenants a copy of the information the landlord will use to assess their character as a renter will allow tenants the opportunity to challenge inaccuracies that are on the screening report early in the application process. The consequences of an inaccurate tenant screening report are much steeper for the applicant than they are for a landlord, so ensuring both parties have equal access to the report will help promote a more even power balance. Additionally, the CFPB should hold screening companies accountable for the information they report by requiring them to verify information scraped from public records. Focusing on the front end of these reports and requiring companies to address misinformation or inaccuracies before the report is distributed to landlords is not only responsible but will also help prevent tenants from experiencing housing insecurity.

Finally, the CFPB should only allow tenant screening companies to report court-ordered evictions rather than eviction filings. There can be many reasons why someone has an eviction filed against them and the filing alone is not an accurate measure of a tenant's renting history because it provides no additional context. For example, reporting an eviction filing will not show that the charge was dismissed, was the result of new property management taking over, or, as we saw with Stormy, was assigned to the wrong tenant. Restricting tenant screening companies to only report case ordered evictions is an effective way to ensure accurate information is used during the application process.



RESIDENTIAL LEASE APPLICATION

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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Each occupant and co-applicant 18 years or older must submit a separate application.

Property Address: _____
Anticipated: Move-in Date: _____ Monthly Rent: \$ _____ Security Deposit: \$ _____
Initial Lease Term Requested: _____ (months)

Property Condition: Applicant has has not viewed the Property in-person prior to submitting this application.

Applicant is strongly encouraged to view the Property in-person prior to submitting any application.
Landlord makes no express or implied warranties as to the Property's condition. Applicant requests Landlord consider the following repairs or treatments should Applicant and Landlord enter into a lease: _____

_____.

Applicant was referred to Landlord by:
 Real estate agent _____ (name) _____ (phone) _____ (e-mail)
 Newspaper Sign Internet Other _____

Applicant's name (first, middle, last) _____
Is there a co-applicant? yes no ***If yes, co-applicant must submit a separate application.***
Applicant's former last name (maiden or married) _____

E-mail _____ Home Phone _____
Work Phone _____ Mobile _____
Soc. Sec. No. _____ Driver License No. _____ in _____ (state)
Date of Birth _____ Height _____ Weight _____ Eye Color _____
Hair Color _____ Marital Status _____

Emergency Contact: *(Do not insert the name of an occupant or co-applicant.)*

Name and Relationship: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ E-mail: _____

Name all other persons who will occupy the Property:

Name: _____	Relationship: _____	Age: _____
Name: _____	Relationship: _____	Age: _____
Name: _____	Relationship: _____	Age: _____
Name: _____	Relationship: _____	Age: _____

Applicant's Current Address: _____ Apt. No. _____

(city, state, zip)

Landlord or Property Manager's Name: _____ Email: _____
Phone: Day: _____ Nt: _____ Mb: _____ Fax: _____
Date Moved-In _____ Move-Out Date _____ Rent \$ _____
Reason for move: _____

Residential Lease Application concerning _____

Applicant's Previous Address: _____ Apt. No. _____
(city, state, zip)

Landlord or Property Manager's Name: _____ Email: _____
Phone: Day: _____ Nt: _____ Mb: _____ Fax: _____
Date Moved-In _____ Move-Out Date _____ Rent \$ _____
Reason for move: _____

Applicant's Current Employer: _____
Address: _____ (street, city, state, zip)

Employment Verification Contact: _____ Phone: _____
Fax: _____ E-mail: _____
Start Date: _____ Gross Monthly Income: \$ _____ Position: _____

Note: If Applicant is self-employed, Landlord may require one or more previous year's tax return attested by a CPA, attorney, or other tax professional.

Applicant's Previous Employer: _____
Address: _____ (street, city, state, zip)

Employment Verification Contact: _____ Phone: _____
Fax: _____ E-mail: _____
Employed from _____ to _____ Gross Monthly Income: \$ _____ Position: _____

Note: Applicant is responsible for including the appropriate contact information for employment verification purposes.

Describe other income Applicant wants considered: _____

List all vehicles to be parked on the Property:

Type	Year	Make	Model	License Plate No./State	Mo. Payment

Will any animals (dogs, cats, birds, reptiles, fish, and other types of animals) be kept on the Property? yes no

If yes, list all animals to be kept on the Property:

Type & Breed	Name	Color	Weight	Age in Yrs.	Gender	Neutered?	Bite History?	Rabies Shots Current?	Assistance Animal?
						<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
						<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
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						<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N

If any of the animals listed above are assistance animals, please provide appropriate documentation with a reasonable accommodation request for the assistance animal(s).

- | | | |
|--------------------------|--------------------------|--|
| <u>Yes</u> | <u>No</u> | |
| <input type="checkbox"/> | <input type="checkbox"/> | Will any waterbeds or water-filled furniture be on the Property? |
| <input type="checkbox"/> | <input type="checkbox"/> | Does anyone who will occupy the Property smoke? |
| <input type="checkbox"/> | <input type="checkbox"/> | Will Applicant maintain renter's insurance? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is Applicant or Applicant's spouse, even if separated, in military? |
| <input type="checkbox"/> | <input type="checkbox"/> | If yes, is the military person serving under orders limiting the military person's stay to one year or less? |

Residential Lease Application concerning _____

Has Applicant ever:

- been evicted?
- been asked to move out by a landlord?
- breached a lease or rental agreement?
- filed for bankruptcy?
- lost property in a foreclosure?
- been convicted of a crime? If yes, provide the location, year, and type of conviction below.
- Is any occupant a registered sex offender? If yes, provide the location, year, and type of conviction below.
- had any credit problems, slow-pays or delinquencies? If yes, provide more information below.
- Is there additional information Applicant wants considered?

Additional comments: _____

Authorization: Applicant authorizes Landlord and Landlord’s agent, at any time before, during, or after any tenancy, to:

- (1) obtain a copy of Applicant’s credit report;
- (2) obtain a criminal background check related to Applicant and any occupant; and
- (3) verify any rental or employment history or verify any other information related to this application with persons knowledgeable of such information.

Notice of Landlord’s Right to Continue to Show the Property: Unless Landlord and Applicant enter into a separate written agreement otherwise, the Property remains on the market until a lease is signed by all parties and Landlord may continue to show the Property to other prospective tenants and accept another offer.

Privacy Policy: Landlord’s agent or property manager maintains a privacy policy that is available upon request.

Fees: Applicant submits a non-refundable fee of \$_____ to _____ (entity or individual) for processing and reviewing this application. Applicant submits will not submit an application deposit of \$_____ to be applied to the security deposit upon execution of a lease or returned to Applicant if a lease is not executed.

Acknowledgement & Representation:

- (1) Signing this application indicates that Applicant has had the opportunity to review Landlord’s tenant selection criteria, which is 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 in this application are true and complete.
- (4) Applicant is responsible for any costs associated with obtaining information.

Applicant’s Signature _____ Date _____

For Landlord’s Use:

On _____, _____ (name/initials) notified Applicant _____ by phone mail e-mail fax in person that Applicant was approved not approved. Reason for disapproval: _____



**AUTHORIZATION TO RELEASE INFORMATION
RELATED TO A RESIDENTIAL LEASE APPLICANT**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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I, _____ (Applicant), have submitted an application
to lease a property located at _____
_____ (address, city, state, zip).

The landlord, broker, or landlord’s representative is:

_____ (name)
_____ (address)
_____ (city, state, zip)
_____ (phone) _____ (fax)
_____ (e-mail)

I give my permission:

- (1) to my current and former employers to release any information about my employment history and income history to the above-named person;
- (2) to my current and former landlords to release any information about my rental history to the above-named person;
- (3) to my current and former mortgage lenders on property that I own or have owned to release any information about my mortgage payment history to the above-named person;
- (4) to my bank, savings and loan, or credit union to provide a verification of funds that I have on deposit to the above-named person; and
- (5) to the above-named person to obtain a copy of my consumer report (credit report) from any consumer reporting agency and to obtain background information about me.

Applicant’s Signature

Date

Note: Any broker gathering information about an applicant acts under specific instructions to verify some or all of the information described in this authorization. The broker maintains a privacy policy which is available upon request.

Rental Application for Residents and Occupants

Each co-resident and each occupant over 18 must submit a separate Application.

ABOUT YOU

Full name (exactly as it appears on driver license or govt. ID card) _____

Former name (if applicable) _____

Gender _____ Birthdate _____ Social Security # _____

Driver license # _____ State _____

Government ID # _____ State (if applicable) _____

Home phone _____ Cell phone _____

Work phone _____ Email address _____

Marital status single married

U.S. citizen? yes no

Do you or does any occupant smoke? yes no

I am applying for the apartment located at _____

Is there another co-applicant? yes no

Co-applicant name _____ Email _____

Co-applicant name _____ Email _____

Co-applicant name _____ Email _____

Co-applicant name _____ Email _____

OTHER OCCUPANTS

Full name _____ Relationship _____

Birthdate _____ Social Security # _____

Driver license # _____ State _____

Government ID # _____ State (if applicable) _____

Full name _____ Relationship _____

Birthdate _____ Social Security # _____

Driver license # _____ State _____

Government ID # _____ State (if applicable) _____

Full name _____ Relationship _____

Birthdate _____ Social Security # _____

Driver license # _____ State _____

Government ID # _____ State (if applicable) _____

Full name _____ Relationship _____

Birthdate _____ Social Security # _____

Driver license # _____ State _____

Government ID # _____ State (if applicable) _____

WHERE YOU LIVE

Current home address (where you live now) _____

City _____ State _____ Zip _____

Do you rent or own? Beginning date of residency: _____ Monthly payment \$ _____

Apartment name _____

Name of owner or manager _____

Phone _____ Reason for leaving _____

Previous home address (most recent) _____

City _____ State _____ Zip _____

Do you rent or own? Dates: From _____ To _____ Monthly payment \$ _____

Apartment name _____

Name of owner or manager _____

Phone _____ Reason for leaving _____

YOUR WORK

Current employer _____

Address _____

City _____ State _____ Zip _____

Work phone _____ Beginning date of employment _____

YOUR WORK, continued

Gross monthly income \$ _____ Position _____
 Supervisor _____ Phone _____
 Previous employer (most recent) _____
 Address _____
 City _____ State _____ Zip _____
 Work phone _____ Dates: From _____ To _____
 Gross monthly income \$ _____ Position _____
 Supervisor _____ Phone _____

ADDITIONAL INCOME

(Income must be verified to be considered.)

Type _____ Source _____ Gross monthly amount \$ _____
 Type _____ Source _____ Gross monthly amount \$ _____

CREDIT HISTORY

If applicable, please explain any past credit problem: _____

RENTAL AND CRIMINAL HISTORY

Check only if applicable.

Have you or any occupant listed in this Application ever:

- been evicted or asked to move out?
- moved out of a dwelling before the end of the lease term without the owner's consent?
- declared bankruptcy?
- been sued for rent?
- been sued for property damage?
- been convicted or received probation (other than deferred adjudication) for a felony, sex crime, or any crime against persons or property?

Please indicate below the year, location, and type of each felony, sex crime, or any crime against persons or property for which you were convicted or received probation. We may need to discuss more facts before making a decision. You represent the answer is "no" to any item not checked above. _____

HOW DID YOU FIND US?

- Online search (website address) _____
- Referral from a person or locator? Name _____
- Social media (please be specific) _____
- Other _____

EMERGENCY CONTACT

Name _____ Relationship _____
 Address _____
 City _____ State _____ Zip _____
 Home Phone _____ Cell Phone _____
 Work Phone _____ Email Address _____

If you die or are seriously ill, missing, or incarcerated according to an affidavit of (check one or more) the above person, your spouse, or your parent or child, we may allow such person(s) to enter your dwelling to remove all contents, as well as your property in the mailbox, storerooms, and common areas. If no box is checked, any of the above are authorized at our option. If you are seriously ill or injured, you authorize us to call EMS or send for an ambulance at your expense. We're not legally obligated to do so.

YOUR VEHICLES

(If applicable)

List all vehicles owned or operated by you or any occupants (including cars, trucks, motorcycles, trailers, etc.)

Make _____ Model _____ Color _____
 Year _____ License # _____ State _____
 Make _____ Model _____ Color _____
 Year _____ License # _____ State _____
 Make _____ Model _____ Color _____
 Year _____ License # _____ State _____
 Make _____ Model _____ Color _____
 Year _____ License # _____ State _____

YOUR ANIMALS*(if applicable)*

You may not have any animal in your unit without management's prior authorization in writing. If we allow your requested animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges.

Kind _____ Weight _____

Breed _____ Age _____

Kind _____ Weight _____

Breed _____ Age _____

Application Agreement

The following Application Agreement will be signed by you and all co-applicants prior to signing a Lease. While some of the information below may not yet apply to your situation, there are some provisions that may become applicable prior to signing a Lease. In order to continue with this Application, you'll need to review the Application Agreement carefully and acknowledge that you accept the terms.

1. **Apartment Lease information.** The Lease contemplated by the parties will be the current TAA Lease. Special information and conditions must be explicitly noted on the Lease.
2. **Approval when Lease is signed in advance.** If you and all co-applicants have already signed the Lease when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of our approval, sign the Lease, and then credit the application deposit of all applicants toward the required security deposit.
3. **Approval when Lease isn't yet signed.** If you and all co-applicants have not signed the Lease when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of the approval, sign the Lease when you and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit.
4. **If you fail to sign Lease after approval.** Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease within 3 days after we give you our approval in person or by telephone or within 5 days after we mail you our approval. If you or any co-applicant fails to sign as required **your Application will be deemed withdrawn**, and we may keep the application deposit as liquidated damages, and terminate all further obligations under this Agreement.
5. **If you withdraw before approval.** If you or any co-applicant withdraws an Application or notifies us that you've changed your mind about renting the dwelling unit, we'll be entitled to retain all application deposits as liquidated damages, and the parties will then have no further obligation to each other.
6. **Approval/non-approval.** If we do not approve your Application within 7 days after the date we received a completed Application, your Application will be considered "disapproved." Notification may be in person or by mail or telephone unless you have requested that notification be by mail. You must not assume approval until you receive actual notice of approval. The 7-day time period may be changed only by separate written agreement.
7. **Refund after non-approval.** If you or any co-applicant is disapproved or deemed disapproved under Paragraph 6, we'll refund all application deposits within 30 days of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.
8. **Extension of deadlines.** If the deadline for approving or refunding under paragraphs 6 or 7 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next business day.
9. **Keys or access devices.** We'll furnish keys and/or access devices only after: (1) all parties have signed the Lease and other rental documents referred to in the Lease; and (2) all applicable rents and security deposits have been paid in full.
10. **Application submission.** Submission of an Application does not guarantee approval or acceptance. It does not bind us to accept the applicant or to sign a Lease. Images on our website may represent a sample of a unit and may not reflect specific details of any unit. For information not found on our website regarding unit availability, unit characteristics, pricing or other questions, please call or visit our office.
11. **Notice to or from co-applicants.** Any notice we give you or your co-applicant is considered notice to all co-applicants; and any notice from you or your co-applicants is considered notice from all co-applicants.

Disclosures

1. **Application fee (non-refundable).** You agree to pay to our representative the non-refundable application fee in the amount indicated in paragraph 3. Payment of the application fee does not guarantee that your Application will be accepted. The application fee offsets the cost of screening an applicant for acceptance.
2. **Application deposit (may or may not be refundable).** In addition to any application fees, you agree to pay to our representative an application deposit in the amount indicated in paragraph 3. The application deposit is not a security deposit. The application deposit will be credited toward the required security deposit when the Lease has been signed by all parties; OR, it will be refunded under paragraph 7 if the applicant is not approved; OR it will be retained by us as liquidated damages if you fail to sign or withdraw under paragraphs 4 and 5 of the Application Agreement.
3. **Fees due.** Your Application will not be processed until we receive your completed Application (and the completed Application of all co-applicants, if applicable) and the following fees:
 - A. Application fee (non-refundable): \$ _____
 - B. Application deposit (may or may not be refundable) \$ _____
4. **Completed Application.** Your Application will not be considered "complete" and will not be processed until we receive the following documentation and fees:
 - A. Your completed Application;
 - B. Completed Applications for each co-applicant (if applicable);
 - C. Application fees for all applicants;
 - D. Application deposit.

Authorization and Acknowledgment

I authorize _____

(name of owner/agent) to obtain reports from any consumer or criminal record reporting agencies before, during, and after residency on matters relating to a lease by the above owner to me and to verify, by all available means, the information in this Application, including criminal background information, income history and other information reported by employer(s) to any state employment security agency. Work history information may be used only for this Application. Authority to obtain work history information expires 365 days from the date of this Application. You agree the information provided may be used for business purposes.

Payment Authorization

I authorize _____

(name of owner/agent) to collect payment of the application fee and application deposit in the amounts specified under paragraph 3 of the Disclosures.

Non-sufficient funds and dishonored payments. If a check from an applicant is returned to us by a bank or other entity for any reason, if any credit card or debit card payment from applicant to us is rejected, or if we are unable, through no fault of our own or our bank, to successfully process any ACH debit, credit card, or debit card transaction, then:

1. Applicant shall pay a charge of \$_____ for each returned payment; and
2. We reserve the right to refer the matter for criminal prosecution.

Acknowledgment

You declare that all your statements in this Application are true and complete. **Applicant's submission of this Application, including payment of any fees and deposits, is being done only after applicant has fully investigated, to its satisfaction, those facts which applicant deems material and necessary to the decision to apply for a rental unit.** You authorize us to verify your information through any means, including consumer-reporting agencies and other rental-housing owners. **You acknowledge that you had an opportunity to review our rental-selection criteria, which include reasons your Application may be denied, such as criminal history, credit history, current income and rental history. You understand that if you do not meet our rental-selection criteria or if you fail to answer any question or give false information, we may reject the Application, retain all application fees as liquidated damages for our time and expense, and terminate your right of occupancy.** Giving false information is a serious criminal offense. In lawsuits relating to the Application or Lease, the prevailing party may recover from the non-prevailing party all attorney's fees and litigation costs. We may at any time furnish information to consumer-reporting agencies and other rental-housing owners regarding your performance of your legal obligations, including both favorable and unfavorable information about your compliance with the Lease, the rules, and financial obligations. Fax or electronic signatures are legally binding. You acknowledge that our privacy policy is available to you.

Right to review the Lease. Before you submit an Application or pay any fees or deposits, you have the right to review the Application and Lease, as well as any community rules or policies we have. You may also consult an attorney. These documents are binding legal documents when signed. We will not take a particular dwelling off the market until we receive a completed Application and any other required information or monies to rent that dwelling. Additional provisions or changes may be made in the Lease if agreed to in writing by all parties. You are entitled to a copy of the Lease after it is fully signed.

Images on our website may represent a sample of a unit and may not reflect specific details of any unit. For information not found on our website regarding availability, unit characteristics or other questions, please call or visit our office.

This Application and the Lease are binding documents when signed. Before submitting an Application or signing a Lease, you may take a copy of these documents to review and/or consult an attorney. Additional provisions or changes may be made in the Lease if agreed to in writing by all parties.

Applicant's signature

Date

FOR OFFICE USE ONLY

1. Apt. name or dwelling address (street, city): _____ Unit # or type: _____
2. Person accepting application: _____ Phone: _____
3. Person processing application: _____ Phone: _____
4. Date that the applicant or co-applicant was notified by telephone, by letter, by email, or in person of acceptance or nonacceptance: _____
(Deadline for applicant and all co-applicants to sign lease is three days after notification of acceptance in person or by telephone, five days if by mail.)
5. Name of person or persons notified (if there are more than one applicant, at least one of them must be notified): _____
6. Name of owner's representative who notified the applicant: _____

Additional comments: _____

