

## **RENTAL GUIDELINES**

Thank you for your interest in a Valley Oak Property Management home. Please carefully review the following guidelines before submitting your application.

#### **General Guidelines**

- A complete separate application is required from each adult (anyone 18 years and older, non dependents) or emancipated minor, who intends to reside at the property. Missing or incomplete information will delay or prevent verification and result in the denial of your application.
- 2. Valley Oak Property Management requires **\$50.00** as a screening fee to check income, rental or home ownership history, and credit if the application is processed. The screening fee must be paid by credit/debit card for applications submitted online or by cash or money order if submitting your application in written form.
- 3. You must submit proof of income with your application or within 24 hours of submission or your application will be denied.
- 4. Allowable occupancy is 2 persons per bedroom plus 1 additional person per unit.
- 5. You must submit a current, government-issued photo ID along with your completed application. At the time the application is submitted, the photo ID will be compared with the information provided on the application to confirm identity and immediately returned or destroyed. Management will not retain a copy of the photo ID until and unless the application is approved and the applicant moves into a unit.
- 6. Co-signers (guarantors) will be allowed for credit and rental/mortgage history requirements only, must meet all financial areas of the guidelines and must have a minimum gross monthly income equal to five times the monthly rent.
- 7. Not all Valley Oak Property Management properties require Renter's Insurance, however, we strongly recommend you consult an insurance agent to evaluate a policy appropriate to cover your personal belongings as the property insurance does not cover your contents. Homes with swimming pools do require renter's insurance with a minimum coverage of \$1,000,000, naming the property owner and Valley Oak Property Management as an additional insured. The cost of this insurance is the responsibility of the tenant.
- 8. All Valley Oak Property Management properties are non-smoking inside, however additional rules may apply to common areas.
- 9. All applications must be submitted online at <u>www.valleyoakca.com</u> (select the property you'd like to apply for under "Rental Search") or in person at 113 Palm Ave, Modesto, CA 95350. **Online applications must**

113 Palm Avenue, Modesto, CA 95350

Phone 209-342-0866 
 Fax 209-342-6866 
 <u>www.valleyoakca.com</u> 
 <u>info@valleyoakca.com</u> 
 CA DRE License #01503115

print, sign and upload the Valley Oak Rental Guidelines and Application (the first three pages of the application are to be left blank if completed online).

#### **Credit Guidelines**

- 1. A credit report will be obtained for each applicant (we do not accept credit reports from outside sources).
- 2. The following FICO scores will be required:
  - a. FICO scores 600 or above will result in one security deposit
  - b. FICO scores between 560 and 599 will require a higher security deposit of double the advertised security deposit.
  - c. FICO scores below 560 will require a higher security deposit of double the advertised security deposit and a qualifying co-signer
  - d. Applicants applying for a rental under \$1,250 with no established credit and/or FICO score will be required to pay a higher security deposit of double the advertised security deposit.
  - e. Applicants applying for a rental of \$1,250 or greater with no established credit and/or FICO score will require a higher security deposit of double the advertised security deposit and a qualifying co-signer.
- 3. Any unpaid collections, judgments, or outstanding balances related to an existing or previous rental property equal to or less than \$500 combined will require a higher security deposit of double the advertised security deposit.
- 4. Any unpaid collections, judgments, or outstanding balances related to an existing or previous rental property greater than \$500 combined will result in the application being denied.
- 5. Bankruptcies within the last year will require a higher security deposit of double the advertised security deposit. All Bankruptcies must be discharged.
- 6. Any combined unpaid past due balances/collections/judgments, excluding rental related, between \$3,000 and \$6,000 will require a higher security deposit of double the advertised security deposit. Any combined unpaid past due balances/collections/judgments, excluding rental related, between \$6,001 and \$9,000 will require a higher security deposit of double the advertised security deposit and a qualifying co-signer.

Any combined unpaid past due balances/collections/judgments, excluding rental related, greater than \$9,000 will result in a denial of the application.

\*Note – medical collections or past due medical balances do not apply to any of the calculations above.

7. Applicants with a government subsidy may choose to provide alternative evidence of ability to pay should they not meet the minimum credit requirements.

(The requirements above exclude Covid 19 Rental Debt as defined in Section 1179.02 of the Code of Civil Procedure.)

#### Income Guidelines

- 1. The combined applicants Gross Monthly Income must equal three (3) times the monthly rent.
- 2. All income must be legal, verifiable in writing, and paid directly to the applicant or a representative of the applicant. Acceptable forms of income verification include, but are not limited to, the following:
  - a. W2 Employees: Copies of the most recent year to date paystub. Handwritten paystubs must be supported by bank statements reflecting the deposits. A Verification of Employment (VOE) will be required.

- b. Self-employed: IRS 1040 (first two pages of the most recent tax return) and Schedule C (profit and loss statement of the most recent tax return). 2 most current bank statements supporting the income. We will use the most recent tax return net income + depreciation divided by the number of months reported. A CPA prepared and signed Profit and Loss statement will be considered in lieu of the income reported on the most recent Tax Return. Applicant(s) that hold a job that is based mainly off of tips, bonuses or commissions will be considered self-employed;
- c. Proof of child and/or spousal support payments.
- d. Proof of social security income, disability or other government income.
- e. Proof of retirement or trust fund income.
- f. Current offer letter for income/employment verification.
- g. Proof of assets that show at least 3 times the market rent of the home for the lease term; or Any written proof of other legal, verifiable income.

#### **Rental and/or Mortgage History Requirements**

- 1. Applicants applying for a rental under \$1,250 must have 12 months positive rental or mortgage history within the last 24 months. A higher security deposit of double the advertised security deposit will be required for applicants that do not have rental or mortgage history applying for a rental under \$1,250.
- 2. Applicants applying for a rental of \$1,250 or greater must have 24 months positive rental or mortgage history within the last 36 months. A higher security deposit of double the advertised security deposit and a qualifying co-signer will be required for applicants that do not have rental or mortgage history applying for a rental of \$1,250 or greater.
- 3. Valley Oak requires written or verbal Verification of Rent (VOR) or Verification of Mortgage (VOM) on all applicants. Family members will not be considered landlords for the purpose of completing a VOR. Rental references are considered unverifiable if, after three working days, your landlord has not returned Valley Oak Property Management's phone calls, emails or faxes.
- 4. Positive Rental or Mortgage History is defined as follows:
  - a. No more than 2 late payments or 2 3-Day Notices to Pay or quit per each 12 month period.
  - b. No more than 1 NSF check per each 12 month period.
  - c. No outstanding balances owed.
  - d. No default and/or breach of a lease.
  - e. No more than 2 disturbances, complaints or lease rule violations during each 12 month period.
  - f. No evictions or foreclosures during the last 5 years
- 5. Applicants not meeting the Positive Rental or Mortgage History Requirements will be required to pay a higher security deposit of double the advertised security deposit under the following circumstances:
  - a. No more than 4 late payments or 4 3-Day Notices to Pay or Quit per each 12 month period.
  - b. No more than 2 NSF check per each 12 month period.
  - c. No more than \$500 combined outstanding balances owed on previous rentals.
  - d. Unauthorized Pets.
  - e. No more than 3 disturbances, complaints or lease rule violations during each 12 month period.
  - f. No evictions or foreclosures during the last 5 years
- 6. The following Rental or Mortgage History Verification will result in an automatic denial and applicants will be required to have a qualifying co-signer and pay a higher security deposit of double the advertised security deposit under the following circumstances:
  - a. More than 4 late payments or 4 3-Day Notices to Pay or Quit per each 12 month period.
  - b. More than 2 NSF check per each 12 month period.
  - c. More than 3 disturbances, complaints or lease rule violations during each 12 month period.

d. Any evictions or foreclosures during the last 5 years (The requirements above exclude Covid 19 Rental Debt as defined in Section 1179.02 of the Code of Civil Procedure.)

Should Valley Oak Property Management be unable to verify any of the information on the application or if any of the statements are found to be false, the application will be denied. If an application is denied, you may reapply after 60 days from the denial. However, if the denial was based on lack of receipt of verifications, Valley Oak Property Management will reconsider the application prior to the 60 days upon request of the applicant. Applications are processed as quickly as possible and will not be pre-screened.

Once an application has been completed, you will be notified of the result via mail or telephone. **An approved application does NOT guarantee you a unit.** An approved application will only determine your eligibility to rent the unit you have applied for and will be good for 60 days. If your application is approved you may sign a Holding Deposit Agreement and pay a Holding Deposit of \$500.00 to hold the unit for seven days. The Holding Deposit will be credited to your funds due at move-in. You must execute the Holding Deposit Agreement to hold the unit and pay the Holding Deposit in the form of a cashier's check or money order only. Should you decide to not rent the unit, Valley Oak will deduct and retain from the Holding Deposit lost rental damages as set forth in the Holding Deposit Agreement. You will be required to pay the first month's rent, security deposit and any other applicable deposits upon singing the lease and receiving keys. **All funds due must be in the form of a cashier's check or money order only.** 

Only select properties allow pets. Valley Oak Property Management does not accept pets that have been deemed an aggressive breed. A photo of your pet is required as well as an additional addition to the Security Deposit. Assistive animals for persons with disabilities are not considered "pets" and are exempt from the foregoing, but do require management's prior written approval. Management will request written verification of disability and disability-related need for an assistive animal if not readily apparent.

Due to possible human error, we ask that you inspect the interior of the unit of your choice carefully to ensure amenities listed are actually present.

# THE FOREGOING ARE THE REQUIREMENTS THAT AN APPLICANT MUST FULFILL TO QUALIFY TO RENT A PROPERTY MANAGED BY VALLEY OAK PROPERTY MANAGEMENT. IF YOU DO NOT AGREE WITH ANY OF THE FOREGOING, PLEASE DO NOT SUBMIT AN APPLICATION.

Applicant agrees to receive a receipt for their application to rent via email. Applicant's email is: \_\_\_\_\_

Effective January 1, 2024, if you agree to receive a copy of your receipt via email, Landlord will not provide a hard copy. If you would like a hard copy mailed to you, please contact our office.

I hereby irrevocably authorize Valley Oak Property Management to keep a copy of the application and all documents submitted. Your signature is your agreement to the above.

Property:	
Applicant Signature:	Date:

The \$50.00 Screening Fee pays for the following cost incurred by Valley Oak Property Management:

 113 Palm Avenue, Modesto, CA 95350

 ● Phone 209-342-0866
 ● Fax 209-342-6866
 ● www.valleyoakca.com
 ● info@valleyoakca.com
 ● CA DRE License #01503115



Credit Report Cost to obtain, process and verify and review screening information (may include staff time and other internal costs)

Third Party Verifications, such as the Work Number, are the applicant's financial responsibility and are not covered in the \$50.00 screening fee.

\$15.00

\$35.00

## **DISCLOSURE & AUTHORIZATION**

The undersigned declares that the information on this rental application is true and correct, and understands that false statements may result in rejection of this and any future applications for housing, which managed by Valley Oak Property Management. The undersigned does further understand that all persons or firms named may freely give any requested information concerning me and I hereby waive all right to action for any consequences resulting from such information. By my signature below, I authorize hereby authorizes Valley Oak Property Management (either directly or through its designated agents and its employees) to investigate my financial, credit, litigation and rental history. I authorize Valley Oak Property Management to obtain reports that may include credit reports, investigative consumer reports, unlawful detainer (eviction) reports, bad check searches, social security number verification, and previous tenant and employment history. I authorize the investigation and release of the information on all statements contained herein, from and to Valley Oak Property Management and/or its principal and/or the owner of any property which I am applying to occupy.

I further understand and agree that Valley Oak Property Management will rely upon this Rental Application as an inducement for entering into a rental agreement or lease and I warrant that the facts contained in this Application are true. If any facts prove to be untrue, my tenancy may be terminated immediately and I will be responsible for any damages incurred including reasonable attorney's fees resulting there from. I understand that a negative credit report reflecting my credit record may be submitted in the future to a credit reporting agency if I fail to fulfill the terms of my rental obligations or if I default in those obligations in any way.

Valley Oak Property Management welcomes all applicants and supports fair housing. We do not refuse to lease or rent any housing accommodations or property nor in any other way discriminate against a person because of race, color, religion, sex, national origin, familial status, disability/handicap, marital status, age, ancestry, sexual orientation, medical condition, gender, gender identity, gender expression, genetic information, source of income, any arbitrary basis, perception, association, or any other protected classification under federal, state and/or local law.

Notice of the contractual relationship between the Property Owner and Valley Oak Property Management: Valley Oak Property Management is an exclusive agent of the Property Owner and represents the Property Owner's interest in any and all rental transactions.

**Registered Sex Offenders Notice**: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at <u>www.meganslaw.ca.gov</u>. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

I hereby have read thoroughly and have agreed to the above, RENTAL GUIDELINES, DISCLOSURE & AUTHORIZATION and DATA BASE DISCLOSURE NOTICE.

Property:	
APPLICANT SIGNATURE	DATE
PRINTED NAME	

Name of Applicant:

## **APPLICATION TO RENT**

#### (All sections must be completed)

#### Individual applications required from each occupant 18 years of age or older.

PART 1 – PERSON	AL INFORMAT	ION & AD	DRESS HISTORY				
Last Name	First Name		Middle Name		SSI	SSN or ITIN	
Other names used	in the last 10 yrs		Work phone numb	per	Hor (	me phone numb )	er
Date of birth	E-mail a	address			Mol (	bile/Cell phone r	number
Photo ID/Type	Number		Issuing Gov.	Exp. da	te	Other ID	
Present address			City	State	;	Zip	
Date in	Date out	Landlor	d Name			Landlord phone	number
Reason for moving	out				Curr \$	ent rent	/Month
Previous address			City	State	;	Zip	
Date in	Date out	Landlor	d Name			Landlord phone	number
Reason for moving	out	<b>I</b>			Rer \$	nt at move-out	/Month
Next previous add	Iress		City	State	;	Zip	
Date in	Date out	Landlor	d Name			Landlord phone	number
Reason for moving	out	I			Rer \$	nt at move-out	/Month
Proposed Nan	ne			Name			

Proposed Occupants:	Name	Name
in addition	Name	Name
to yourself	Name	Name





PART 2 – INCOME			
Income from Employment (If no income is received from employment, write N/A)			
Current Employer Name	Job Title or Position Dates of Employment		
Employer address	Employer/Human Resources phone number ( )		
City, State, Zip	Name of supervisor/human resources manager		
Current gross employment income amount: \$	<i>(check one)</i> Per ☐ Week  ☐ Month □ Year		
Prior Employer Name	Job Title or Position Dates of Employment		
Employer address	Employer/Human Resources phone number ()		
City, State, Zip	Name of supervisor/human resources manager		
Income from Other Sources			
Other income source	Amount \$ Frequency		
Other income source	Amount \$ Frequency		

PART 3 – ASSETS & LIA	BILITIES		
Name of your bank	Branch or address	Account Number	Type of Acct

Please list ALL of your financial obligations below.				
Name of Creditor	Address	Phone Number	Monthly Pmt Amount	
		( )		
		( )		
		( )		
		( )		
		( )		





☐Tenant☐Guarantor

Name of Applicant:

PART 4 – EMERGENCY CONTACT(S)				
In case of emergency, notify:	Address: Street, City, State, Zip	Relation	Phone	
1.				
2.				

PART 5 – REFERENCES				
Personal References:	Address: Street, City, State, Zip	Length of Acquaintance	Occupation	Phone
1.				
2.				

Vehicles				
Automobile #1	Make:	Model:		
	Year:	License #:		
Automobile #2	Make:	Model:		
Automobile #2	Year:	License #:		
Other motor vehicles (list				
all):				
Other Information				
Have you ever filed for bank	kruptcy? 🗖 No 🗖 Yes			
If yes, explain:				
	l or asked to move? □ No □ Yes			
if yes, explain:	If yes, explain:			
Do you have pets? □ No □ Yes				
If yes, describe:	, , , , , , , , , , , , , , , , , , , ,			
Do you have a waterbed?	I No 🗖 Yes			
If yes, describe:				
How did you hear about this	s rental?			





## PART 7 – ICRAA NOTICE

## NOTICE REGARDING CALIFORNIA INVESTIGATIVE CONSUMER REPORTING AGENCIES ACT

**I** Landlord does <u>not</u> intend to request an investigative consumer report regarding the Applicant

Unless the box above is checked, Landlord intends to request an investigative consumer report regarding the Applicant's character, general reputation, personal characteristics, and mode of living. Under Section 1786.22 of the California Civil Code, the files maintained on you by the investigative consumer agency shall be made available to you during business hours and on reasonable notice, provided you furnish proper identification, as follows: (1) You may appear at the investigative consumer reporting agency identified below in person, (2) you may make a written request for copies to be sent by certified mail to a specified addressee, or (3) you may make a written request for a summary of the file to be provided over the telephone. The agency may charge a fee, not to exceed the actual duplication costs, if you request a copy of your file. The agency is required to have personnel available to explain your file to you, and the agency must explain to you any coded information appearing in your file. If you appear in person, a person of your choice may accompany you, provided that this person furnishes proper identification. If you are accompanied by a person of your choosing, the agency may require you to furnish a written statement granting permission to the investigative consumer reporting agency to discuss your file in the other person's presence. The agency that will prepare the report(s) identified in this section is listed below:

AppFolio, Inc.

Name of Agency

50 Castilian Drive, Santa Barbara, CA 93117

Address of Agency

If you would like a copy of the report(s) that is/are prepared, please check the box below:

□ I would like to receive a copy of the report(s) that is/are prepared

If the box above is checked, Landlord agrees to send the report to Applicant within three (3) business days of the date the report is provided to Landlord. Landlord may contract with another entity to send a copy of the report.

Landlord conducts a verification of rental history and verification of employment. The landlord prepares these forms for its own use, and its contact information is: Valley Oak Property Management, 113 Palm Ave, Modesto, CA 95350, Phone: 209-342-0866, info@valleyoakca.com.





## **PART 8 – CONSIDERATION OF CREDIT HISTORY**

#### Important Information, read carefully:

Under California law, applicants with a government rent subsidy have the option, at the applicant's discretion, of providing lawful, verifiable alternative evidence of the applicant's reasonable ability to pay the portion of the rent to be paid by the tenant, including, but not limited to, government benefit payments, pay records, and bank statements.

If an eligible applicant elects to submit such alternative evidence, Landlord will consider that alternative evidence instead of the applicant's credit history.

Option 1: Consideration of Credit History	Option 2: Alternative Evidence of Ability to Pay (This option is <u>ONLY</u> available to government rent subsidy recipients)
<ul> <li>If you <u>either</u>: <ul> <li>Do NOT have a government rent subsidy <u>OR</u></li> <li>Do have a government rent subsidy but are <u>not</u> choosing to submit alternative evidence of your ability to pay rent to be considered instead of credit history</li> </ul> </li> </ul>	<ul> <li>If you <u>both</u>: <ul> <li>DO have a government rent subsidy <u>AND</u></li> <li>Are choosing to submit alternative evidence of your ability to pay rent to be considered instead of your credit history</li> </ul> </li> <li>Read and initial below.</li> </ul>
Read and initial below. Applicant authorizes the Landlord to obtain reports that may include credit reports, unlawful detainer (eviction) reports, bad check searches, social security number verification, fraud warnings, previous tenant history and employment history. Applicant consents to allow Landlord to disclose tenancy information to previous or subsequent Landlords. Applicant's Initials:	Applicant authorizes the Landlord to obtain reports <u>other</u> <u>than credit reports</u> , such reports may include unlawful detainer (eviction) reports, social security number verification, fraud warnings, previous tenant history and employment history. Applicant consents to allow Landlord to disclose tenancy information to previous or subsequent Landlords. <u>Application will not be considered complete until</u> <u>Applicant submits their verifiable alternative evidence of</u> <u>the ability to pay</u> . Applicant's Initials:

By signing below, Applicant represents that all the above statements are true and correct, authorizes verification of the above items, and agrees to furnish additional references upon request.





To Be Completed By Landlord – Scre	eening Fee Disclosure and Itemization			
Landlord will require payment of a fee, which is to be used to screen Applicant. The total amount of the fee is as				
follows:         Total fee for applications subject to credit history review         (Applicable for Applicants who selected Option 1 in Part 8 of this Application)	Total fee for applications subject to review of alternative evidence of ability to pay (Applicable for Applicants who selected <b>Option 2</b> in Part 8 of this Application)			
\$ 50.00	\$ included with screening fee			
The amount charged is itemized as follows:	· · · · · ·			
1. Actual cost of credit report, unlawful detainer (eviction) search, and/or other screening reports, as applicable:				
Actual cost for screening reports inclusive of credit history (Applicable for Applicants who selected <b>Option 1</b> in Part 8 of this Application)	Actual cost for screening reports NOT including credit history (Applicable for Applicants who selected <b>Option 2</b> in Part 8 of this Application)			
\$ 15.00	\$ included with screening fee			
<ul> <li>Cost to obtain, process and verify screening information (may include staff time and other soft costs)</li> <li><u>35.00</u></li> <li>The undersigned Applicant is applying to rent the premises designated as:</li> </ul>				
Apt. No Located at         The rent for which is \$ per Upon approval of this application, and execution of a rental/lease agreement, the applicant shall pay all sums due, including         required security deposit of \$, before occupancy.				

**Option to receive receipt by email**.  $\Box$  (*Landlord check only if applicable*) If box is checked, you can choose to receive a receipt by email. If you would like to have your receipt emailed

to you, please provide your email address here:\_

(Applicant fill in email address, if electing email receipt)

If the box is not checked, or if you do not provide a valid email address, your receipt will be mailed to the present address listed in Part 1 of this Application, or provided personally.

Date

Applicant (signature required)





Tenant	
Guarantor	•

On, Landlord r	eceived \$ <u>50.00</u>	fro	om the
<i>(Date)</i> undersigned, hereinafter called "Applicant," w	vho offers to rent from La	ndlord the premises lo	ocated at:
	(Street Address)		
Unit # (if applicable)			
(City)		, CA	<u></u> .
Payment is to be used to screen "Applicant". The	amount charged is itemize		-)
1. Actual cost of credit report, unlawful detainer (	eviction) search, and/or oth	er screening	
Reports		\$	15.00
2. Cost to obtain, process and verify screening in	formation (may include sta	ff time and	
other soft costs)		\$	35.00
3. Total fee charged (cannot exceed the amount	fixed by law)	\$	50.00
Fo Screening fees paid by: □ Cash □ Persona	r Landlord Use Only Il Check □ Cashier's Che	eck 🗖 Money Order	
□ Credit Card # (Last 4 digits only)	MC/VISA/AME	X Expiration Date:	
	ୟ by		



Landlord

California Apartment Association Approved Form www.caanet.org **Form CA-001**– Revised 12/23 - ©2023 – All Rights Reserved Page 7 of 8 Unauthorized Reproduction of Blank Forms is Illegal.

Individual Signing for Landlord



Name of Applicant:

#### CALIFORNIA APARTMENT ASSOCIATION CODE FOR EQUAL HOUSING OPPORTUNITY

The California Apartment Association supports the spirit and intent of all local, state and federal fair housing laws for all residents without regard to color, race, religion, sex, marital status, mental or physical disability, age, familial status, sexual orientation, or national origin.

The California Apartment Association reaffirms its belief that equal opportunity can best be accomplished through effective leadership, education, and the mutual cooperation of owners, managers, and the public.

Therefore, as members of the California Apartment Association, we agree to abide by the following provisions of this Code for Equal Housing Opportunity:

- We agree that in the rental, lease, sale, purchase, or exchange of real property, owners and their employees have the responsibility to offer housing accommodations to all persons on an equal basis.
- We agree to set and implement fair and reasonable rental housing rules and guidelines and will provide equal and consistent services throughout our residents' tenancy.
- We agree that we have no right or responsibility to volunteer information regarding the racial, creed, or ethnic composition of any neighborhood, and we do not engage in any behavior or action that would result in "steering."
- We agree not to print, display, or circulate any statement or advertisement that indicates any preference, limitations, or discrimination in the rental or sale of housing.



