

APPLICATION PROCEDURES AND POLICIES

PART A

Noahs' is a real estate brokerage licensed in the State of Maryland and an equal housing opportunity provider. The broker and the agents of the company are acting as agent for the Owner/Landlord working to protect and promote the interests of the Owner/Landlord. However, the company policy is to treat all parties honestly, equally, and fairly.

Thank you for considering us for your housing needs. Please follow this information to make and expedite your rental offer. Please contact this office for further assistance.

1. A) No verbal offers are accepted. Offers to rent shall be made on the Greater Capital Area of Association of Realtors (GCAAR) application form which can be filled out on our website at www.noahsproperties.com. All applications must be COMPLETE, SIGNED and ACCOMPANIED BY THE PROCESSING FEE to be considered for approval. Applicants with rent subsidies must provide all supporting documentation at the time of application.

B) All ADULTS (18 years or older) **MUST** complete a rental application, shall pay a non-refundable application fee of \$45.00 per person and sign the lease. All persons, adults and children, who will reside at the property must be listed on the application. The application fee is paid via Pay Pal on our website when you apply online at www.noahsproperties.com.

C) The full security Deposit is due in certified funds at the time the lease is signed. All application payments are made payable to Noahs' Preferred Properties.

D) Owner/Landlords may choose not to accept co-signers or pets (Reference Para 16).
2. At the discretion of the owner or the agent, priority of placement of an applicant's offer to lease may not be given to an applicant *who has not viewed* the subject rental property in person.
3. Applicants are screened on a first-come, first-qualified basis with consideration for the most favorable offer in terms of the amount of rent, lease commencement date, and length of lease offered and references. When any qualified offers are equal the Owner/Landlord shall consider the offers in the order they were received. All offers are subject to the review and approval of the Owner/Landlord.
4. Credit & income/employment history shall be provided for a period of at least 24 months, and housing history and references for the preceding 5 years are required. Judicial records, public records, and criminal background checks are included in the credit report/screening process pursuant to the Montgomery County Housing Justice act stated in Part B. Satisfactory references are sought in all areas. Written explanations may be provided by an applicant if desired for the owner/landlord's consideration with applications.
5. Credit Score. The desired FICO credit score rating for an applicant's credit as sourced from the credit bureaus is a minimum score of 650. The score is an important credit predictor used by a landlord. A landlord may at their discretion offer to negotiate a lease even in the instance of a lower credit score when considering the merits & factors of an offer & application often with additional conditions such as increased security, for example.
6. All applicants shall provide a photo copy of a current driver's license or other valid photo ID and proof of income (current pay stub or other supporting documentation). If self-employed, copies of Federal Income Tax Returns for the preceding 2 years are required.

7. No more than two applicants' combined incomes are used to qualify. The combined income should not be less than 40 times the monthly rent amount (annual rent = 30% of gross income).
8. Information that is fraudulent may cause a rental offer to be considered null and void.
9. If you do not intend to take possession of the home in its current condition, or you have any special requirements, terms, clauses, conditions, or contingencies that are the basis for your offer to rent the premises, you must state any in advance, in writing, on the application for consideration as the offer. The owner shall be responsible for only those items negotiated and written into a lease.
10. An application that is missing signatures, or fees/deposits, or is materially incomplete, will not be given consideration for priority of placement. All incomplete applications will be counted as received once they are remedied.
11. Applicants are entitled to review, in advance, the lease form they will be required to sign. (For sample leases go to, **www.noahsproperties.com**) Applicants are also entitled, prior to signing a lease, to review any pertinent condominium or homeowners association documents.
12. Applicants shall sign the lease within three (3) business days following the application approval notification, or priority of placement of their offer will be forfeited.
13. Tenants must obtain a **RENTER'S LIABILITY INSURANCE POLICY** prior to move-in.
14. A property offered for sale and for rent simultaneously is subject to removal from the rental market upon the acceptance of a sales contract.
15. A property shall be considered available for rent until a lease is signed by all the lessees and executed and shall be understood to be under a "contingent" offer until such time.
16. This office utilizes a Credit Reporting Agency for credit & criminal background checks. No credit report may be accepted from an applicant in lieu of a current report obtained by this office.
17. **Pets** are considered on a case by case basis. Requirements for dogs: A current picture(s); current veterinary confirmation of Rabies/distemper vaccinations, spay/neutering status, pet's name, age, and description/breed; also, pet license and/or pet chip registration number. An additional security deposit amount (minimum \$500.00 per pet) and additional rent (minimum \$30.00 per pet) *may be required* by the owner and a general liability insurance policy. Please make a written request for an accommodation for any service animal(s) under the Americans with Disabilities Act. Service animals for authorized leasehold occupants *are not* subject to additional deposits or additional rent.
18. Lease terms generally provide for rent increases to occur in second and subsequent years of a lease.
19. Please copy the following link to review the counties Extended Limitations Against Rent Increases and Late Fees Act of 2021 and download the applicable forms- https://www.montgomerycountymd.gov/DHCA/covid-19_summary_renter_relief.html
20. Please copy the following link to review Window Guards in Multi-Family (condos) notification and addendum. https://www.montgomerycountymd.gov/DHCA/housing/landlordtenant/window_guards.html
21. **All move-in payments must be in certified funds.** One full month's rent installment is due at move-in. Partial month's are pro-rated based on a daily rent of 1/30 of the monthly rent. **Pro-rata rent for 7 days or less is due in addition to the first full month's rent, in advance, at move-in.**

Applicant's Acknowledgment: (Please Initial): _____

ADDITIONAL APPLICATION PROCEDURES AND POLICIES-PART B

(Required together with Application Procedures and Policies Part A for Montgomery County, MD)

Montgomery County Applicants: In keeping with the Housing Justice Act (MC Code, Section 27-15A) effective July 20, 2021, applicants are provided with this disclosure of our application, processes, and criteria as it pertains to a rental applicant's criminal history and/or denial of an application based on certain criteria for arrests and certain types of convictions.

The "processes" we use to inquire into an applicant's criminal and credit history and the requirements we have in accordance with the limitations imposed under the code regarding the applicant's credit and criminal history are provided as follows:

- 1) We may not require an applicant to disclose existence or details of the applicant's arrest record or conviction record before approval of the criteria in PART A.
- 2) A credit and rental history inquiry and review will be performed (See PART A) and must first be conditionally approved by the landlord.
- 3) If an applicant's credit and income meet or exceeds the stated criteria in Part A, we will extend a "conditional offer (to rent)," conditioned only on our subsequent inquiry into an applicant's criminal record (and any other contingency as expressly communicated to an applicant at the time the conditional offer is extended.
- 4) Before extending the "conditional offer," we shall not conduct a criminal record check or inquire of an applicant, about whether the applicant has a record of arrest or conviction or has otherwise been accused of a crime.
- 5) Once we have extended a conditional offer to rent, we will make a limited inquiry with the reporting agency as to an applicant's criminal record. Any criminal record check we obtain shall by law ignore arrests that do not result in conviction.
 - a. Any inquiry we make of an applicant and any criminal record check we request are limited by law and an applicant may not be declined based on a conviction for any of the following categories of crimes which shall not be included in our criminal background criteria:
 - i. Trespass.
 - ii. Misdemeanor theft.
 - iii. Refusal to leave public buildings/grounds.
 - iv. Indecent exposure/public urination.
 - v. Open container violations.
 - vi. Possession of marijuana.
 - vii. Disturbance of the peace/disorderly conduct (unless it is a second conviction for either crime).
 - viii. Violation of a vehicular law under the Transportation Article of the Maryland Code.
 - ix. Except for sex crimes (refer to 5.b), any conviction for a misdemeanor when it has been more than two years since the tenant was convicted *and* any period of incarceration for that crime ended.
 - x. Any matter where the records are confidential or have been expunged.

- b. The law does permit us to inquire if an applicant has been convicted (or has a pending criminal accusation) for a sex crime and whether or not an applicant is on a sex offender registry. The landlord *can* decline a rental application if the applicant has a pending criminal accusation or a conviction for a crime of a sexual nature (the law has *very* specific statutory references as to what types of crimes apply) or is on a sex offender registry.
- 6) When it is the landlord's intent to rescind the conditional offer based upon an applicant's arrest and conviction history, we shall, *before rescinding the offer*, (a) provide an applicant with a copy of any criminal record report; (b) notify the applicant *of our intention* to rescind the offer and the basis for that intention; (c) delay rescinding the offer for 7 days to give the applicant a chance to challenge the accuracy of the criminal record report; and (d) after seven days, we then may proceed to rescind the conditional offer with a notice to an applicant of the rescission in writing.

Applicants Acknowledgement: _____

ADDENDUM TO RENTAL APPLICATION

Criminal History and Background Screening

This addendum **must** be presented as part of a rental application and acknowledged by applicant.

Applicant _____
Print Name

Applicant _____ Initial _____
Signature

Date _____

1. The landlord has attached the following steps/processes that the landlord will follow regarding inquiries into criminal history and credit history in evaluating this application to determine your eligibility to rent:

- The landlord may not require the applicant to disclose any criminal background history unless the landlord has made a conditional offer to the applicant.
- The landlord may **only** conduct a criminal background check concerning the applicant **after** the landlord has made a conditional offer to lease the property to the applicant.
- These processes cannot be changed during the application process.

Applicant Initial: _____

2. The landlord **must not** require applicant to reveal any arrest or criminal record prior to making a conditional offer to rent.

Applicant Initial: _____

3. The landlord may not raise the rent offered in this application within 7 days after receiving the completed application.

Per Section 27-15A and 29-28 (h) and (i), Montgomery County Code. Call 240-777-0311 if you have questions.