

Small Landlord Tenant Criteria

<http://daveosbaldeston.com/SLTC>

This disclosure outlines the tenant screening criteria for small-landlord rental properties managed by Oz Realty, in compliance with California law (Civil Code § 1950.6 / AB 2493). These criteria apply to all rental units (including Accessory Dwelling Units) when the property has fewer than three (3) dwelling units across a maximum of two (2) properties/buildings and otherwise qualifies for the statutory small-landlord exemptions. Before applying, please review the following detailed information regarding our objective screening process and requirements.

Screening Model and Application Process

Oz Realty utilizes a “strongest applicant” model for tenant selection. There are no application or screening fees charged to applicants. All applications received are carefully reviewed, and the applicant who best meets the stated criteria will be chosen. In the event that multiple qualified applicants have similar qualifications, the following tiebreakers are applied in order:

- Highest income above the minimum requirement.
- Strongest landlord references.
- Willingness to accept the listed monthly rent and proposed lease duration.
- Earliest move-in date within a 15-day window of the application date, or first available date.

Applicants who are not selected will receive a written notice explaining the decision within seven (7) days of final selection, or within thirty (30) days of application submission, whichever comes first.

Minimum Qualification Criteria

All applicants and co-applicants must satisfy each of the following criteria to be considered:

Income Requirements

The combined, verifiable gross monthly income of all applicants must be at least three times the monthly rent. Proof of income is required and will be determined by the landlord.

Credit History

- Applicants must demonstrate a consistent history of meeting financial obligations as shown on credit reports.
- No open bankruptcies are permitted.
- No unpaid non-medical collections or charge-offs exceeding \$2,500 within the past thirty-six (36) months are allowed.
- Applicants lacking traditional credit may qualify by providing at least twelve (12) months of verifiable, on-time rent or utility payments, or by having a qualified co-signer.

Rental or Homeownership History

- No prior evictions or unpaid landlord judgments within the past seven (7) years.
- Applicants must supply positive, verifiable rental or homeownership references for the past twenty-four (24) months, when applicable.

Criminal Background

Individualized assessments are conducted for all applicants. Automatic denial applies only to convictions involving violent felonies, registered sex offenses, or the manufacture/distribution of illegal drugs within the past ten (10) years.

Occupancy Limitations

Oz Realty maintains reasonable occupancy standards for each rental unit to ensure the health, safety, and comfort of all residents (including any on-site owners), preserve the physical condition of the property, protect building infrastructure (septic/sewer systems, plumbing, and electrical systems), maintain adequate parking, control wear and tear, and comply with fire safety and egress requirements.

These standards are based on the specific physical characteristics, square footage, layout, and limitations of each unit. They are applied uniformly to all applicants and households without regard to race, color, religion, sex, gender identity,

sexual orientation, national origin, ancestry, familial status, disability, age, marital status, source of income, or any other protected class under federal, state, or local fair housing laws.

General Guidelines (subject to reasonable accommodation requests):

1. 1-bedroom units: Maximum 2 occupants + 1 assigned parking space
2. 2-bedroom units: Maximum 3 occupants + 2 assigned parking spaces
3. 3-bedroom units: Maximum 4 occupants + 2 assigned parking spaces plus one additional space on the street (as permitted)
4. 4-bedroom units: Maximum 5 occupants + 2 assigned parking spaces plus one additional space on the street (as permitted)
5. 5-bedroom units: Maximum 6 occupants + 2 assigned parking spaces plus one additional space on the street (as permitted)

All individuals, including infants and children, count toward the total occupancy limit. These occupancy maximums are based on unit size, parking, septic/sewer capacity, overall impact on the property, and, when the owners live on-site, the quiet enjoyment of the on-site owners.

Reasonable Accommodations

Oz Realty will evaluate, on a case-by-case basis, any request for reasonable accommodation or modification to these occupancy standards as required by the Fair Housing Act and California fair housing laws. Requests should be submitted in writing with supporting documentation where appropriate. This policy is designed to promote the quiet enjoyment of the premises for all tenants while remaining fully compliant with all applicable fair housing and housing regulations.

Pets & Assistance Animals

Tenants may keep up to two (2) common household pets (dogs and/or cats). Restricted breeds are prohibited; a list is available upon request. Weight and size limits may apply depending on the specific unit and yard configuration.

Pet Rent and Pet Deposit

- Monthly pet rent: \$65 per pet.
- Pet deposit: \$250 – \$500 per pet (amount depends on the type, size, and breed of the pet).

The pet deposit is refundable and counts toward the overall security deposit limit. Because this is a qualifying small-landlord property, the total of all deposits (security deposit + pet deposit(s)) may not exceed two (2) months' rent.

Service animals and emotional support animals are not considered pets and are fully exempt from pet rent, pet deposits, pet fees, and pet-liability insurance requirements. Tenants remain responsible for the behavior of their service and emotional support animals. Assistance animals may be excluded or removed from the property if:

- The animal is out of control and the handler fails to take effective action;
- The animal poses a direct threat to the health or safety of others that cannot be eliminated by reasonable accommodation; or
- The animal causes significant physical damage to the property and the tenant refuses to pay for repairs.

Insurance Requirements

All tenants must obtain and maintain renters' insurance with a minimum liability coverage of \$500,000. The landlord or property owner must be named as an additional insured or interested party on the policy, and proof of insurance must be provided before keys are released.

If a pet is approved, tenants must also obtain pet-liability insurance with a minimum coverage amount of \$100,000, with proof required prior to move-in. Service animals and emotional support animals are exempt from the pet-liability insurance requirement.

Deposit

Because the owners are natural persons and the property qualifies as a small-landlord property (fewer than three dwelling units across a maximum of two properties), the tenancy qualifies for the small-landlord exception under Civil Code § 1950.5. The total security deposit may therefore be up to two (2) months' rent (in addition to the first month's rent paid on or before initial occupancy).

Any pet deposit charged is included within this overall two-month maximum. The combined total of the base security deposit plus all pet deposits may not exceed two months' rent.

Move-In and Lease Execution

The selected applicant must be able to take possession and begin paying rent within fifteen (15) days or less of approval; earlier dates are preferred and serve as tiebreakers. The lease agreement and full first month's rent must be signed and paid within forty-eight (48) hours of receiving notice of approval.

Owner's Rights

The property owner reserves the right to reject all applications and re-advertise with revised criteria if no applicant meets every minimum requirement. Because this property qualifies as a small-landlord property (fewer than three dwelling units across a maximum of two properties), the tenancy may also qualify for the applicable statutory exemptions under Civil Code §§ 1946.2 and 1947.12 (AB 1482), including the absence of statewide just-cause eviction requirements and the statewide rent-cap limits that apply to larger properties, particularly when the owners live on-site.

(TO MAKE AN APPOINTMENT YOU MUST SIGN AND EMAIL THIS FORM)

Next Steps and Acknowledgment

I acknowledge that I have received and reviewed these tenant screening criteria. I confirm that I meet or exceed all minimum qualification criteria listed herein.

If I nearly meet one or more criteria, I understand I may contact the landlord via text or email to explain the specific area(s) where I fall short. The landlord may, at their discretion and in a uniform, non-discriminatory manner consistent with applicable fair housing laws, consider adjusting criteria if no fully qualified applicants are identified.

If I qualify and wish to proceed with leasing, I will sign and email this completed form to Dave@Oz-Realty.com. I will then text 650-678-7978 with the address of the property I am interested in and my availability for a viewing. The landlord or property manager will respond to schedule the showing.

(Repeat for additional co-applicants as needed.)

Acknowledgment

I acknowledge receipt of these criteria before submitting my application.

Applicant Signature: _____ Date: _____

Print Name: _____

Co-Applicant Signature: _____ Date: _____

Print Name: _____

Co-Applicant Signature: _____ Date: _____

Print Name: _____