

Rental Application

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

This kind of document is regulated differently almost everywhere. Many places require specific notices, disclosures or statutory wording, and some make clauses like these unenforceable outright. Treat this template as a starting point to take to a local lawyer, not as a document to sign as-is.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Rental Application

This Rental Application (this "Application") is submitted on [Application date] by [Applicant's full legal name] of [Applicant's current address] (the "Applicant") to [Landlord's or managing agent's full legal name or registered business name] (the "Landlord/Agent"), in connection with the residential property at [Property address applying for, including unit number] (the "Property").

By completing and signing this Application, the Applicant asks the Landlord/Agent to consider the Applicant for a tenancy of the Property and authorizes the Landlord/Agent to verify the information given below. This Application is not a lease. It does not grant the Applicant any right to occupy the Property, does not state or create any rent, term or other tenancy obligation, and does not obligate the Landlord/Agent to offer a tenancy. A tenancy exists only if the Landlord and the Applicant later sign a separate written lease or rental agreement.

1. Applicant Information

The Applicant provides the following identifying and contact information:

- (a) Date of birth: [Applicant's date of birth] ;
- (b) Social Security number or government ID number:
[Applicant's SSN or government-issued ID number] ;
- (c) Driver's license or other photo ID number, and the issuing state or country:
[Driver's license or photo ID number and issuing authority] ;
- (d) Phone number: [Applicant's phone number] ;
- (e) Email address: [Applicant's email address] ;
- (f) Every other person who would live at the Property, and their relationship to the Applicant: [Name and relationship of each additional proposed occupant, or write "none"] .

2. The Property and Requested Tenancy

The Applicant is applying to rent the Property described above, with a requested move-in date of [Desired move-in date] . This clause describes what the Applicant is asking for. It is not an offer the Landlord/Agent has accepted, and no rent amount, lease term or other tenancy term is agreed by this Application.

The Applicant also provides the following about the proposed household:

- (a) Total number of occupants proposed for the Property, including the Applicant:
[Total number of proposed occupants] ;
- (b) Pets that would live at the Property, if any (species, breed, weight):

[Pet details, or write "none"] ;

(c) Vehicles to be kept at the Property, if any (make, model, license plate):

[Vehicle details, or write "none"] .

3. Residence History

The Applicant provides the following residence history, starting with the current address given above:

(a) Current landlord's name and phone number:

[Current landlord's name and phone number, or write "own home"] ;

(b) Length of residence at the current address: [Length of time at current address] ;

(c) Reason for leaving the current address: [Reason for leaving current residence] ;

(d) Previous address, if at the current address less than two years, with previous landlord and length of residence there:

[Previous address, previous landlord's name and phone number, and length of residence, or write "not applicable"] .

4. Employment and Income

The Applicant provides the following employment and income information, to be verified as described in clause 7. The Applicant is not required to disclose income from alimony, child support or public assistance unless the Applicant chooses to have it considered in this Application.

(a) Current employer's name, address and phone number:

[Current employer's name, address and phone number, or write "self-employed" or "not currently employed"] ;

(b) Position and length of employment: [Job title and length of employment] ;

(c) Gross monthly income from this employment:

[Gross monthly income amount and currency] ;

(d) Supervisor or HR contact for verification:

[Supervisor or HR contact name and phone number] ;

(e) Additional income source and monthly amount, if any:

[Additional income source and amount, or write "none"] .

5. References

The Applicant provides the following references, who the Landlord/Agent may contact as described in clause 7:

(a) Personal reference's name and phone number:

[Personal reference's name and phone number] ;

(b) Second personal reference's name and phone number:

[Second personal reference's name and phone number, or write "none"] ;

(c) Prior landlord reference, if not already given in clause 3:

[Prior landlord's name and phone number, or write "none"] .

6. Application Fee

[State "A non-refundable application fee applies" or "No application fee applies"] . Where a fee applies, the Applicant shall pay an application fee of [Application fee amount and currency, or write "none"] , which covers the actual or average cost of obtaining the credit report, background check and reference verification described in clause 7. This fee is not a security deposit, is not rent, and is not a credit toward any future deposit or rent.

The Applicant acknowledges that this fee is non-refundable once the Landlord/Agent has ordered the reports described in clause 7, whether or not the Application is approved, except to the extent applicable local law requires a refund or caps the amount of this fee. Check the application-fee limit and refund rule that applies where the Property is located before setting this figure — several states and cities cap the amount, require a receipt, or require a refund of any unused portion.

7. Consent to Screening and Verification

By signing this Application, the Applicant authorizes the Landlord/Agent, and any screening company the Landlord/Agent uses, to do the following for the purpose of evaluating this Application:

- (a) obtain a consumer credit report and credit score from one or more consumer reporting agencies;
- (b) obtain a criminal background check, sex-offender registry check, and eviction or court-record history, to the extent applicable law permits;
- (c) verify the employment, income and residence history given above by contacting the employers, landlords and references named;
- (d) contact the personal references named above; and
- (e) share the results of the above with any co-applicant, guarantor or property owner involved in the same tenancy decision.

8. Adverse-Action Rights

The Applicant understands that if the Landlord/Agent denies this Application, or offers less favorable terms, based in whole or in part on information in a consumer report, applicable law — such as the U.S. Fair Credit Reporting Act and similar consumer-reporting laws elsewhere — may require the Landlord/Agent to give the Applicant an adverse-action notice identifying the consumer reporting agency used and stating the Applicant's right to obtain a free copy of the report from that agency and to dispute inaccurate information in it. The consent given in clause 7 does not waive any right the Applicant has under that law.

That consent is limited to evaluating this Application for the tenancy described above and expires

[Consent expiry, e.g. "90 days after the date of this Application" or "on approval or denial of this Application"] .

The Landlord/Agent will not use a report obtained under that consent for any other purpose.

9. Equal Housing Opportunity

The Landlord/Agent will consider this Application without regard to race, color, religion, sex, national origin, familial status, or disability, and without regard to any further characteristic that the fair-housing law applying to the Property protects — some states and cities also protect source of income, sexual orientation, gender identity or marital status, so check the law where the Property is located. Any further protected characteristic that law adds:

[Further protected characteristic added by local law, or write "none beyond the list above"] .

The screening standards described in clause 7 will be applied the same way to every applicant for the Property.

10. Applicant Certification

The Applicant certifies that every statement made in this Application is true, complete and accurate to the best of the Applicant's knowledge, and understands that the Landlord/Agent is relying on it in deciding whether to offer a tenancy. The Applicant shall promptly tell the Landlord/Agent in writing of any material change to this information before the Application is decided.

The Applicant understands that a false or materially misleading statement in this Application is grounds for the Landlord/Agent to deny it and — if discovered after a lease is signed — may be grounds for the Landlord to terminate the resulting tenancy, to the extent applicable law and that lease allow.

11. No Tenancy Created; Governing Law

Submitting this Application, paying any fee under clause 6, or being screened under clause 7 does not create a tenancy, a right to occupy the Property, or any obligation on the Landlord/Agent to offer one. A tenancy exists only once the Landlord and the Applicant sign a separate written lease or rental agreement stating the rent, term and other conditions of the tenancy.

This Application is governed by the laws of [Governing law, e.g. the State of Georgia] , including any state or local law governing application fees, consumer reports and fair housing that applies where the Property is located. The Landlord/Agent will retain and dispose of this Application in accordance with that law.

This Application is signed below by each Applicant named above, certifying the statements made in it and giving the consents described in clause 7. It does not require, and does not include, a signature from the Landlord/Agent, and signing it does not create a tenancy or lease of any kind.

Applicant

Signature: _____

Printed name: _____

Date: _____

Co-Applicant (if any)

Signature: _____

Printed name: _____

Date: _____