

[ASSOCIATION NAME]

[STREET ADDRESS]

[CITY], Florida [ZIP]

Phone [PHONE] Email [EMAIL]

## LEASE AND TENANT APPLICATION

RETURN TO: [ASSOCIATION OFFICE OR MANAGEMENT AGENT]

DEADLINE: [DEADLINE]

QUESTIONS: [CONTACT NAME AND PHONE]

The association will respond within [RESPONSE DAYS] days of receiving a complete packet. An incomplete packet is returned unreviewed and is not placed on the meeting agenda. Do not take occupancy before the association approves this application in writing.

### Section 1. Submission checklist

Read this page before completing anything else. Send everything together. The association reviews the packet, not the documents one at a time as they arrive. Your packet is complete when all of the following are enclosed.

- \_\_\_ This application, every section completed
- \_\_\_ A signed screening authorization for each occupant 18 or older, one page per adult, section 12
- \_\_\_ A copy of government-issued photo identification for each occupant 18 or older
- \_\_\_ A signed copy of the lease, signed by the owner and by every adult tenant
- \_\_\_ The rules and regulations acknowledgment, signed, section 13
- \_\_\_ The owner certification, signed by the record owner, section 14
- \_\_\_ The applicant certification, signed, section 15
- \_\_\_ Payment as set out in section 2C. A renewal with the same tenant carries no fee.
- \_\_\_ Proof of current rabies vaccination and county license for each dog, if any, section 9
- \_\_\_ A photograph and registration for each vehicle, section 8

### Section 2. Property, owner and lease

#### 2A. The property

Address of the unit or parcel: \_\_\_\_\_

Unit, lot or building number: \_\_\_\_\_

Association account or folio number, if known: \_\_\_\_\_

#### 2B. The record owner

Owner name or names, exactly as titled: \_\_\_\_\_

Owner mailing address, if different from the property: \_\_\_\_\_

Owner phone: \_\_\_\_\_ Owner email: \_\_\_\_\_

Date the owner acquired title: \_\_\_\_\_

Is the owner current on all assessments and other money owed to the association? Yes \_\_\_ No \_\_\_

Owner's agent or realtor, if any: \_\_\_\_\_ Phone: \_\_\_\_\_

Tenant's agent or realtor, if any: \_\_\_\_\_ Phone: \_\_\_\_\_

The date of acquisition is not administrative trivia. It decides which rental restrictions apply to this owner, and the association checks it before it acts on this application.

## 2C. The lease and the fee

Type: New tenancy \_\_\_\_ Renewal with the same tenant \_\_\_\_ Seasonal \_\_\_\_ Sublease \_\_\_\_ Assignment \_\_\_\_

Lease term: from \_\_\_\_\_ to \_\_\_\_\_

Monthly rent: \$ \_\_\_\_\_

Is this a renewal with the same tenant named in the prior lease? Yes \_\_\_\_ No \_\_\_\_

No fee is due on a renewal with the same tenant. If you answered yes above, write "renewal, no fee" on the total line and go to section 3.

For fee purposes, a married couple counts as one applicant, and a parent or parents together with their dependent children count as one applicant. Every other adult counts separately. This affects what you pay. It does not change who must be listed in section 4, who must sign a screening authorization, or who must provide identification.

Fee per applicant: \$[FEE PER APPLICANT]

Number of applicants, counted under the rule above: \_\_\_\_\_

Total due: \$ \_\_\_\_\_

Make payment to: [PAYEE]

Second payee and amount, if the association splits the payment: [SECOND PAYEE AND AMOUNT, OR "NONE"]

Every charge for approving this lease counts toward the total above, whoever the check is written to.

## Section 3. Applicants

An applicant is every adult who will sign the lease or live in the home as a resident. Everyone named here must sign a screening authorization and provide identification, whatever the fee count in section 2C came to.

### Applicant 1

Full legal name: \_\_\_\_\_

Any other names used, including maiden name, or none: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Current address: \_\_\_\_\_

Relationship to applicant 2, if any: \_\_\_\_\_

Photo ID: type \_\_\_\_\_ number \_\_\_\_\_ issuing state \_\_\_\_\_

Social Security number, optional, used only for the screening report and destroyed afterward:  
\_\_\_\_\_

### Applicant 2

Full legal name: \_\_\_\_\_

Any other names used, including maiden name, or none: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Current address: \_\_\_\_\_

Relationship to applicant 1: \_\_\_\_\_

Photo ID: type \_\_\_\_\_ number \_\_\_\_\_ issuing state \_\_\_\_\_

Social Security number, optional, used only for the screening report and destroyed afterward:  
\_\_\_\_\_

Attach a sheet for any additional adult applicant.

#### **Section 4. Occupant roster**

List every person who will live in the home, including children and including the applicants named above. The association uses this roster for emergency access, amenity access and occupancy limits. Write yes or no in the Adult column for each person.

| Full name | Age | Relationship | Adult |
|-----------|-----|--------------|-------|
|           |     |              |       |
|           |     |              |       |
|           |     |              |       |
|           |     |              |       |
|           |     |              |       |
|           |     |              |       |

Total occupants: \_\_\_\_\_ Adults: \_\_\_\_\_ Minors: \_\_\_\_\_

Occupancy limit for this home under the governing documents or applicable code, if one is stated:  
\_\_\_\_\_

Anyone not listed here who later moves in must be added by written notice to the association before occupancy.

#### **Section 5. Residence history**

Give the last three years. If you owned rather than rented, give the mortgage servicer instead of a landlord.

##### **Current residence**

Address: \_\_\_\_\_

Dates: from \_\_\_\_\_ to \_\_\_\_\_

Rented \_\_\_\_ Owned \_\_\_\_

Landlord or servicer: \_\_\_\_\_ Phone: \_\_\_\_\_

Monthly payment: \$ \_\_\_\_\_

Reason for leaving: \_\_\_\_\_

##### **Prior residence**

Address: \_\_\_\_\_  
Dates: from \_\_\_\_\_ to \_\_\_\_\_  
Rented \_\_\_\_ Owned \_\_\_\_  
Landlord or servicer: \_\_\_\_\_ Phone: \_\_\_\_\_  
Monthly payment: \$ \_\_\_\_\_  
Reason for leaving: \_\_\_\_\_

## Section 6. Employment and income

### Applicant 1

Employer: \_\_\_\_\_  
Position: \_\_\_\_\_ Length of employment: \_\_\_\_\_  
Supervisor or human resources contact and direct phone: \_\_\_\_\_  
Employer address: \_\_\_\_\_

### Applicant 2

Employer: \_\_\_\_\_  
Position: \_\_\_\_\_ Length of employment: \_\_\_\_\_  
Supervisor or human resources contact and direct phone: \_\_\_\_\_  
Employer address: \_\_\_\_\_

If you are retired, self-employed, a student or not currently employed, describe the source of the funds that will pay the rent: \_\_\_\_\_

The association does not require pay stubs or bank statements with this packet. The screening report and the landlord reference carry this section. Provide documentation only if the association asks you for it in writing.

## Section 7. References

Two references who are not related to you and are not your current landlord.

1. Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_
2. Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

## Section 8. Vehicles

List every vehicle that will be parked at the property, including a vehicle belonging to an occupant who is not an applicant.

| Year | Make | Model | Color | Plate | State | Registered owner |
|------|------|-------|-------|-------|-------|------------------|
|      |      |       |       |       |       |                  |
|      |      |       |       |       |       |                  |

| Year | Make | Model | Color | Plate | State | Registered owner |
|------|------|-------|-------|-------|-------|------------------|
|      |      |       |       |       |       |                  |

Assigned space or garage, if applicable: \_\_\_\_\_

Parking decal or access device number issued: \_\_\_\_\_

Boats, trailers, recreational vehicles and commercial motor vehicles are governed by the parking rules. Ask the association before bringing one.

## Section 9. Pets and assistance animals

No animal will live in or regularly visit the home. Sign here and skip the rest of this section:

\_\_\_\_\_

Otherwise, complete a block for each animal.

### Animal 1

Type: \_\_\_\_\_ Breed: \_\_\_\_\_ Name: \_\_\_\_\_

Age: \_\_\_\_\_ Weight: \_\_\_\_\_ Color: \_\_\_\_\_

Spayed or neutered? Yes \_\_\_ No \_\_\_

Rabies vaccination expires: \_\_\_\_\_

### Animal 2

Type: \_\_\_\_\_ Breed: \_\_\_\_\_ Name: \_\_\_\_\_

Age: \_\_\_\_\_ Weight: \_\_\_\_\_ Color: \_\_\_\_\_

Spayed or neutered? Yes \_\_\_ No \_\_\_

Rabies vaccination expires: \_\_\_\_\_

Attach a sheet for any additional animal. Attach for each dog: proof of current rabies vaccination, the current county license, and a photograph.

A service animal or an emotional support animal is not a pet. The pet rules, breed limits and weight limits do not apply to it, and no pet fee or pet deposit applies to it. If you need an accommodation for a disability, check the line below and the association will send you its request procedure. The association will not ask you about the nature or severity of a disability.

\_\_\_ I am requesting a reasonable accommodation for an assistance animal.

## Section 10. Emergency contact

Someone who does not live with you and can be reached if the association cannot reach you.

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone: \_\_\_\_\_ Alternate phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Is this person authorized to enter the home in an emergency? Yes \_\_\_ No \_\_\_

## Section 11. Disclosure questions

A “yes” answer is not automatically disqualifying. The association considers the circumstances, how long ago the matter occurred, and whether it bears on your tenancy here. It does not apply an automatic bar. If you answer yes, attach a short written explanation.

1. In the last seven years, have you been evicted, or has a landlord filed an eviction action against you that resulted in a judgment or a court-approved settlement? Yes \_\_\_\_ No \_\_\_\_
2. In the last seven years, have you been convicted of, or pleaded guilty or no contest to, a criminal offense involving violence against a person, arson, or the manufacture or sale of a controlled substance? Yes \_\_\_\_ No \_\_\_\_
3. Are you currently required to register as a sex offender or sexual predator in any state? Yes \_\_\_\_ No \_\_\_\_
4. In the last three years, has a community association denied your application, terminated your tenancy, or brought an enforcement action against you? Yes \_\_\_\_ No \_\_\_\_

Explanation, or write none: \_\_\_\_\_

## Section 12. Screening authorization

Make a copy of this page. One signed page for each occupant 18 or older.

Do not put two people on one page.

Property: \_\_\_\_\_ Unit: \_\_\_\_\_

I authorize [ASSOCIATION NAME] and its screening agent to obtain a consumer report about me for the purpose of evaluating this lease application. That report may include credit history, criminal record history, eviction and civil court records, and verification of the employment and residence history I provided.

I authorize the people and companies I named as employers, landlords and references to release information about me to the association and its screening agent for this purpose.

I understand that:

1. I have the right to know whether a consumer report was requested and the name and address of the agency that supplied it.
2. If the association takes adverse action based in whole or in part on a consumer report, I am entitled to a copy of that report and a statement of my rights under the Fair Credit Reporting Act.
3. I may dispute the accuracy of anything in the report directly with the reporting agency.
4. This authorization applies to this application only.

Full legal name: \_\_\_\_\_

Other names used, or none: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Social Security number, optional: \_\_\_\_\_

Photo ID: type \_\_\_\_\_ number \_\_\_\_\_ state \_\_\_\_\_

Current address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Section 13. Rules and regulations acknowledgment

Sign this separately from the application. It is the association's evidence that you received the rules before you moved in.

I have received and read the governing documents and rules of [ASSOCIATION NAME] provided to me with this packet:

Declaration \_\_\_ Bylaws \_\_\_ Articles of incorporation \_\_\_ Rules and regulations dated \_\_\_\_\_  
Parking rules \_\_\_ Pet rules \_\_\_ Amenity rules \_\_\_ Move-in and delivery procedures \_\_\_  
Other, or none: \_\_\_\_\_

I understand that:

1. I am bound by these documents for the entire term of my tenancy, in the same way the owner is, and I am responsible for the conduct of my household, my guests and my invitees.
2. The association may enforce these documents against me directly. It may suspend common area and amenity use rights and it may levy a fine.
3. Before any fine or suspension, the association must give me at least 14 days' written notice and an opportunity for a hearing before a committee of at least three people appointed by the board who are not officers, directors or employees of the association or their close relatives. If that committee does not approve the fine or suspension by majority vote, it may not be imposed.
4. If my landlord falls behind on money owed to the association, the association may demand in writing that I pay my rent directly to the association until the landlord's obligation is paid in full. Paying the association when it makes that demand protects me from eviction for nonpayment.
5. My right to live here comes from the lease and from the association's approval. If either ends, my right to occupy ends with it.

Applicant 1 signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant 2 signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Section 14. Owner certification

Signed by the record owner. If the home is owned by a company or a trust, the person signing must state their authority.

I am the record owner of the property identified in section 2, or I am authorized to act for the owner. I certify that:

1. The owner information in section 2 is accurate, including the date I acquired title.
2. I have given the applicant a complete copy of the association's governing documents and current rules.
3. The lease submitted with this packet is the entire agreement between me and the applicant. There is no side agreement and no undisclosed occupant.
4. I remain responsible to the association for assessments, for compliance with the governing documents, and for the conduct of my tenant, guests and invitees. Leasing the property does not transfer that responsibility.
5. I am current on all money owed to the association, or I have disclosed any delinquency in section 2B.

6. I understand that if I become delinquent, the association may demand rent directly from my tenant, and that my tenant's payments to the association satisfy my tenant's rent obligation to me to that extent.
7. I will notify the association in writing when this tenancy ends, when it is renewed, and when any occupant changes.
8. I will not permit occupancy before the association has approved this application in writing.

Owner name: \_\_\_\_\_

Signing capacity, if not an individual owner: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **Section 15. Applicant certification**

I certify that everything I have provided in this packet is true and complete. I understand that a material misstatement or omission is grounds for denial, and grounds for the association to revoke an approval already granted.

I understand that approval is required before I take occupancy, and that moving in before written approval is a violation, whatever the lease says about its start date. Approval covers the people listed on the occupant roster in section 4 and no one else. The association's approval does not make the association a party to my lease and does not make it my landlord. The association will keep this packet in its records and will handle the personal information in it in accordance with its records policy.

Applicant 1 signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant 2 signature: \_\_\_\_\_ Date: \_\_\_\_\_

## For Association Use Only

DO NOT SEND THIS PAGE TO THE APPLICANT

### Receipt

Date packet received: \_\_\_\_\_ Received by: \_\_\_\_\_  
Packet complete? Yes \_\_\_ No \_\_\_  
If no, date returned: \_\_\_\_\_ Items missing: \_\_\_\_\_  
Fee received: \$ \_\_\_\_\_ Payable to: \_\_\_\_\_ Instrument or reference: \_\_\_\_\_

\_\_\_\_\_ Renewal with the same tenant, no fee due and none collected  
Security deposit received, if the association takes one: \$ \_\_\_\_\_  
Escrow account: \_\_\_\_\_ Deposited on: \_\_\_\_\_

An incomplete packet does not start the review window. Record the date the completed packet arrived, not the date the first page did.

### Fee check

Chapter that governs this association: condominium \_\_\_ cooperative \_\_\_ homeowners' association \_\_\_  
Ceiling per applicant: \$ \_\_\_\_\_  
Applicant count under the household rule: \_\_\_\_\_  
Maximum lawful total: \$ \_\_\_\_\_  
Amount charged, all payees combined: \$ \_\_\_\_\_  
Renewal with the same tenant? Yes, and \$0 was charged \_\_\_ No \_\_\_  
\_\_\_\_\_ Charged total does not exceed the maximum  
Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

If the charged total exceeds the maximum, refund the difference before the application is heard. Do not carry the overage as a credit.

### Screening

Screening agent: \_\_\_\_\_  
Report ordered: \_\_\_\_\_ Report received: \_\_\_\_\_  
Adults screened: \_\_\_\_\_ of \_\_\_\_\_ listed on the occupant roster  
\_\_\_\_\_ Every adult listed signed a separate authorization

### Rental restriction check

Restriction relied on, if any: \_\_\_\_\_  
Date the restriction was enacted or amended: \_\_\_\_\_  
Owner's date of acquisition, from section 2B: \_\_\_\_\_  
Does the restriction bind this owner? Yes \_\_\_ No \_\_\_  
Basis: owner took title after the restriction \_\_\_ owner consented \_\_\_ restriction binds all owners \_\_\_  
restriction does not bind this owner \_\_\_  
Checked by: \_\_\_\_\_ Date: \_\_\_\_\_

Run this check before the vote, not after the denial.

### Decision

Action date: \_\_\_\_\_

Decided by: board \_\_\_\_ screening committee \_\_\_\_ management under delegated authority stated at:

\_\_\_\_\_

\_\_\_\_ Approved, effective \_\_\_\_\_

\_\_\_\_ Approved with conditions, stated below

\_\_\_\_ Denied, reasons stated below

\_\_\_\_ Incomplete and returned, not heard

Every condition must be capable of being satisfied and must be tied to a specific document provision.

Conditions, if any:

1. Condition: \_\_\_\_\_ Document provision relied on: \_\_\_\_\_

2. Condition: \_\_\_\_\_ Document provision relied on: \_\_\_\_\_

Reasons, if denied. Complete both columns for each reason. A denial recorded without both is not a usable record.

| Provision relied on, with document, article and section | What specifically does not conform |
|---------------------------------------------------------|------------------------------------|
|                                                         |                                    |
|                                                         |                                    |

### Notice to the applicant

Date notified: \_\_\_\_\_ Method: hand delivery \_\_\_\_ mail \_\_\_\_ email \_\_\_\_

\_\_\_\_ If the decision rested in whole or in part on a consumer report, the applicant was given the adverse action notice, the name and address of the reporting agency, and notice of the right to a free copy and to dispute

Certificate of approval issued on: \_\_\_\_\_ Not applicable \_\_\_\_

Three dates decide whether this association met its own window: received, decided, notified. Fill in all three every time.

### Move-in

Access devices, fobs or gate codes issued: \_\_\_\_\_ Date: \_\_\_\_\_

Amenity access activated: Yes \_\_\_\_ No \_\_\_\_

Move-in scheduled for: \_\_\_\_\_

Elevator or loading reservation, if applicable: \_\_\_\_\_

\_\_\_\_ Tenant added to the association's directory and emergency contact list

### Tenancy record

Lease term on file: \_\_\_\_\_ to \_\_\_\_\_

Renewal expected: \_\_\_\_\_

Date the association was notified the tenancy ended: \_\_\_\_\_

Deposit refunded or claim notice sent on: \_\_\_\_\_ Amount refunded: \$ \_\_\_\_\_



## Optional additions

The document above is complete as it stands. Use nothing on this page unless the situation described applies to your association.

### If the association takes a security deposit

Add these lines to section 2C, directly under the fee block, before the packet is copied for applicants. A deposit is optional, and it is permitted only where the declaration, articles or bylaws authorize one.

Security deposit: \$[DEPOSIT AMOUNT], which may not exceed one month's rent.

Held in escrow at: [ESCROW INSTITUTION AND ACCOUNT].

What it covers: damage to the common elements or association property. It does not cover unpaid rent and it does not cover the inside of the home.

The association will refund the deposit in full, or give you written notice of any claim against it, within [DEPOSIT REFUND DAYS] days after you move out.

Do not add a move-in fee, elevator fee or key deposit on top of a deposit already at the one-month ceiling.

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Template provided by Common Elements • [commonelements.com/t/fl-lease-and-tenant-application](https://commonelements.com/t/fl-lease-and-tenant-application)