

### PORTLAND RENTAL CRITERIA

#### **GENERAL STATEMENT**

1. No applications will be reviewed during the first 72 hours of advertising a unit or property for rent.

2. The documents requested during the application process are required items at the time of submission. At our discretion your application may be considered incomplete and as a result, declined or bumped to the last application position. During the screening process we may require additional documents.

3. We require all applicants to view the property prior to submission of an application. We may with prior approval allow an applicant to forego a physical viewing at our discretion. This is normally reserved for out of State applicants and Military.

4. If we request an item and it is not supplied within 12 hours your application may at our discretion be declined, suspended or bumped to the last position while we process the next application in line.

5. All adults over the age of 18 must be listed as co-applicants and each must submit separate applications and pay the application fee.

6. Please note, there are likely multiple applications received at any given time. We review One application at a time in the order as defined by the City of Portland Ordinance. If your application is reviewed a fee is due. By submitting an application you acknowledge and agree to us charging the application fee.

7. Application Fees once processing and/or screening has begun are non-refundable.

8. Renters Insurance will be required. The liability coverage must be at minimum \$100,000 and must list our company as an Interested Party.

9. We will verify statements you make and any information obtained in the credit and background check. Some will be in writing others may be verbal. All verification procedures are at our discretion. Failure to promptly comply with our requests for clarification or additional information may be grounds for denial or being bumped to the last application position.

10. Each applicant will be required to qualify individually or based on your declaration of being financially or not financially responsible.

Inaccurate or falsified information will be grounds for denial of the application.
Any applicant currently using illegal drugs will be denied. If approved for tenancy

and later illegal drug use is confirmed, eviction shall result.

13. Any individual whose tenancy may constitute a direct threat to the health and safety of any individual, the complex, or the property of others, will be denied tenancy.

### OCCUPANCY POLICY

1. Occupancy is based on the number of bedrooms in a unit. (A bedroom is defined as a space within the premises that is used primarily for sleeping, with at least one window and a closet for clothing).

2. Two persons are allowed per bedroom.

### **INCOME CRITERIA**

1. Monthly income should be equal to or greater than two times stated rent, and must be from a verifiable, legal source. Note, we calculate pay based on gross pay before taxes are deducted adding each financially responsible applicant's income together toward the income requirement.

# FINANCIAL RESERVE REQUIREMENT

1. Financially responsible applicants must demonstrate and provide documented financial reserves in written form that clearly in our sole discretion amounts to three times the amount of advertised rent.

### **EMPLOYMENT CRITERIA**

 Twelve months of verifiable continual employment will be required if used as a source of income. The method of verification is at our discretion.
Self-employed applicants will be verified through state corporation commission and may be required to submit tax return(s) or other documentation at our discretion.

### **RENTAL CRITERIA**

1. Twelve months of verifiable contractual rental history from a current or past third party landlord or home ownership is required. The method of verification is at our discretion.

2. Five years of eviction-free history is required. Eviction actions that were dismissed or resulted in a judgment for the applicant will not be considered.

3. Two or more 72 or 144-hour notices (or equivalent) within one year will result in denial of the application.

4. One or more dishonored checks within one year will result in denial of the application.

5. Rental history reflecting past due and unpaid rent or damages will result in denial of the application.

# **CREDIT CRITERIA**

1. A full credit report will be pulled and result in an inquiry on your credit.

2. Negative, adverse, limited debt as well as no history at all showing on a consumer credit report may at our discretion result in denial of the application.

3. Three or more unpaid collections or total collections exceeding the published rent amount (not related to medical expenses) will result in denial of the application.

# PET DECLARATION/VERIFICATION

Some properties allow pets, some do not. If allowed, most allow one pet per unit.
No exotic, non domestic, harmful, poisonous, disruptive, nuisance animals, reptiles, insects, fish, or birds will be allowed.

3. Puppies must be 1 year or older at the time of application.

4. Any history of biting is cause for immediate denial.

5. All pet requests require a screening application and screening fee paid per pet.

6. Rental Insurance is required and must document coverage for the pet.

7. Negative, adverse, missing or incomplete pet screening may at our discretion result in denial or a substantial increase in rent.

8. If you do not own a pet, you are still required to complete the NO Pet Screening, which is at no cost to you..

9. If your animal is not a pet, but a service or emotional support animal, screening is required, however it will be at no cost to you.

# **READY TO RENT GRADUATES**

If applicant fails to meet any criteria related to credit, eviction and/or landlord history, and applicant has received a certificate indicating satisfactory completion of tenant training program(s) such as "Ready to Rent" or "Rent Well" Owner/Agent will consider whether the course content, instruction comments and any other information supplied by the applicant is sufficient to demonstrate that the applicant will successfully live in the complex in compliance with the rental agreement. Based on this information, Owner/Agent may at Owner/Agent sole discretion waive the credit, eviction and/or landlord history screening criteria for this applicant.

#### **CRIMINAL CONVICTION CRITERIA**

Upon receipt of the rental application and screening fee, Owner/Agent will conduct a search of public records to determine whether the applicant or any proposed tenant has charges pending for, been convicted of, or pled guilty or no contest to, any: drug-related; person crime; sex offense; crime involving financial fraud, including identity theft and forgery; or any other crime if the conduct for which the applicant was convicted or is charged is of a nature that would adversely affect property of the landlord or a tenant or the health, safety or right of peaceful enjoyment of the premises of residents, the landlord or the landlords agent.

A single conviction, guilty plea, no contest plea or pending charge for any of the following shall be grounds for denial of the rental application. If there are multiple convictions, guilty plea or no contest plea on the applicant's record, Owner/Agent may increase the number of years by adding together the years in each applicable category. Owner/Agent will not consider expunged records.

a) Murder, manslaughter, class A felonies involving arson, rape, kidnapping, child sex crimes, where the date of disposition, release or parole has occurred in the last 20 years.

b) Criminally negligent homicide, aggravated vehicular manslaughter and Class A felonies not included above for drug related crimes, person crimes, sex offenses, financial fraud crimes, burglary, where the date of disposition, release or parole has occurred in the last 10 years.

c) Class B felony for drug-related crimes, person crimes, sex offenses, financial fraud crimes, aggravated theft, where the date of disposition, release or parole has occurred in the last 7 years.

d) Class C felony for drug-related crimes, person crimes, sex offenses, financial fraud crimes, burglary, theft, criminal mischief, coercion, animal abuse, where the date of disposition, release or parole has occurred in the last 5 years.

e) Class A Misdemeanors for drug-related crimes, person crimes, sex offenses, financial fraud crimes, criminal impersonation, violation of a restraining order, criminal mischief, stalking, disorderly conduct, unlawful possession of a firearm, possession of burglary tools, where the date of disposition, release or parole has occurred in the last 3 years

f) Class B misdemeanor for drug-related crimes, person crimes, sex offenses, financial fraud crimes, disorderly conduct, where the date of disposition, release or parole has occurred within the last 18 months.

# A NOTE ABOUT RENTS AND SECURITY DEPOSITS

A minimum Security Deposit equal to months' rent is required. At our discretion, any adverse credit, low credit score, income, employment history, rental history, pet screening, documentation, or any other qualifying factor may result in a small to substantially larger Security Deposit. Posted rents are the minimum acceptable rent. At our discretion, any adverse credit, low credit score, income, employment history, rental history, pet screening, documentation, or any other qualifying factor may result in a small to substantially larger increase in rent.

### **Fair Housing**

As a company, we do business in accordance with the Federal Fair Housing Law and welcome Persons of all Race, Color, Religion, Sex, Handicap, Familial Status or National Origin.

### **Criminal Conviction Review Process**

Owner/Agent will engage in an individualized assessment of the applicant s, or other proposed occupant s, Convictions if applicant has satisfied all other criteria (the denial was based solely on one or more Convictions) and:

(1) Applicant has submitted supporting documentation prior to the public records search; or

(2) Applicant is denied based on failure to satisfy these criminal criteria and has submitted a written request along with supporting documentation. Supporting documentation may include:

i) Letter from parole or probation office;

ii) Letter from caseworker, therapist, counselor, etc.;

- iii) Certifications of treatments/rehab programs;
- iv) Letter from employer, teacher, etc.
- v) Certification of trainings completed;
- vi) Proof of employment; and
- vii) Statement of the applicant.

#### Owner/Agent will:

(a) Consider relevant individualized evidence of mitigating factors, which may include: the facts or circumstances surrounding the criminal conduct; the age of the convicted person at the time of the conduct; time since the criminal conduct; time since release from incarceration or completion of parole; evidence that the individual has maintained a good tenant history before and/or after the conviction or conduct; and evidence of rehabilitation efforts. Owner/Agent may request additional information and may consider whether there have been multiple Convictions as part of this process.

(b) Notify applicant of the results of Owner/Agent s review within a reasonable time after receipt of all required information.

(c) Hold the unit for which the application was received for a reasonable time under all the circumstances to complete the review unless prior to receipt of applicant's written request (if made after denial) the unit was committed to another applicant.