MULTIFAMILY NW

# CITY OF PORTLAND, OREGON **STANDARD FINANCIALLY RESPONSIBLE**

**RENTAL APPLICATION** 

ALL UNITS SUBJECT TO



The Association Promoting Quality Rental Housing TO BE COMPLETED BY EACH FINANCIALLY RESPONSIBLE ADULT APPLICANT AVAILABILITY										
OFFICE USE ONLY	Image: Modeline in the second seco	X ADD/REMOVE ROC	DMMATE 🕅 TRANSF		AMPLE					
ō	UNIT NUMBER ADDRESS	SAMPLE								
SE		RENT \$ SAMPLE	NON-REFUNDA	ABLE SCREENING CHARGE	\$SAMPLE					
Ш	OWNER/AGENT SAMPLE			PHONE SAMPLE						
문	OWNER / AGENT ADDRESS SAMPLE									
ΟF	SMOKING POLICY: X ALLOWED - ENTIRE PREMIS X DWELLING UNIT QUALIFIES AS A "TYPE A UNIT"									
	<ul> <li>CHECK ALL THAT APPLY:</li> <li>OPTIONAL: DISABLED (NOT MOBILITY RELATE OPTIONAL: DISABLED AND MOBILITY DISABLE movement of the body or one or more extremities</li> <li>APPLICANT HAS APPLIED TO OTHER LOCATIC WHERE? SAMPLE</li> <li>Owner/Agent may refuse to process this application if Appli Rental Agreement violations are repeated and verifiable submission of this application; ii) Resident received notice ORS 90.392) or resulted in a general judgment for the Application</li> </ul>	ED (meaning a person who and requires a modifiable DNS MANAGED BY OWNE	living space because of, b R/AGENT IN THE LAST (	out not limited to, the need for 60 DAYS	an assistive mobility device)					
	shall provide Applicant with copies of the relevant holices considered.									
	APPLICANT FULL LEGAL NAME SAMPLE		EMAIL	SAMPLE						
	PREVIOUS NAMES, ALIASES OR NICKNAMES USED									
	DATE OF BIRTH SAMPLE SOC. SECU MM/DD/YYYY PHOTO I.D. TYPE SAMPLE	JRITY # <u>SAMPLE</u> # SAMF			) SAMPLE					
	CURRENT STREET ADDRESS SAMPLE	# SAIVII	<u>-LE</u> / 3	STATE SAMPLE EXP. DAT	E SAIVIPLE MM/DD/YYYY					
	CITY SAMPLE STATE	SAMPLE ZIP SAM	IPI F	DATE YOU MOVED IN SA	MPI F					
	CURRENT LANDLORD NAME SAMPLE			NDLORD PHONE (						
	LANDLORD EMAIL SAMPLE			LANDLORD FAX (	SAMPLE					
	STREET ADDRESS (OR APARTMENT NAME) SAM	PLE								
È	CITY SAMPLE	ST	ATE SAMPLE	ZIP SAMPLE						
APPLICANT	APPLICANT FORMER STREET ADDRESS SAMPL	.E								
Р		SAMPLE ZIP SAM	IPLE	FROM SAMPLE	TO SAMPLE					
AP	FORMER LANDLORD NAME SAMPLE		LAI		) SAMPLE					
	LANDLORD EMAIL SAMPLE			LANDLORD FAX (	SAMPLE					
	STREET ADDRESS (OR APARTMENT NAME) SAM									
	CITY_SAMPLESTATE_SAMPLEZIP_SAMPLE									
	OTHER STATES AND COUNTIES YOU HAVE LIVED	IN DURING THE PAST 5 Y	EARS SAMPLE							
	CURRENT EMPLOYER SAMPLE			PHONE (	) SAMPLE					
	HR EMAIL SAMPLE			HR FAX (	) SAMPLE					
	STREET ADDRESS SAMPLE									
			ATE SAMPLE	ZIP SAMPLE						
	POSITION SAMPLE OTHER MONTHLY INCOME: SOURCE SAMPLE		W LONG? SAMPLE		INCOME \$ <u>SAMPLE</u> \$SAMPLE					
	OTHER MONTHLY INCOME: SOURCE       SAMPLE       \$ SAMPLE       \$ SAMPLE       \$ SAMPLE         ARE YOU SELF-EMPLOYED?       X YES       NO									
	■ PREVIOUS ■ ADDITIONAL EMPLOYER SAME	PLE		PHONE (	) SAMPLE					
	HR EMAIL SAMPLE			HR FAX (	) SAMPLE					
	STREET ADDRESS SAMPLE									
	CITY SAMPLE	ST/			AVED.					
	POSITION SAMPLE	но	WLONG? SAMPLE	GROSS MONTHLY	DYER, INCOME \$ <b>SAMPLE</b>					
	THE FOLLOWING INFORMATION THE FOLLOWING ARE MAXIMUM AMOUNTS. THE ACTUAL AMOUNT CHARGED WILL DEPEND ON UNIT SIZE, SCREENING RESULTS, AND OTHER FACTORS.	IS SUBJECT TO CHAI SECURITY DEPOSIT MINIMU (NOT TO EXCEED ONE MONTH'S SECURITY DEPOSIT MAXIMU (NOT TO EXCEED ONE AND A HAI	IM: \$ SAMPLE RENT) IM: \$ SAMPLE	<ul> <li>IF CHECKED, RENTER</li> <li>IF CHECKED, RENTER</li> <li>IF SAMPLE</li> </ul>	EEMENT. S INSURANCE WILL BE REQUIRED. S INSURANCE WILL BE REQUIRED					
	MAXIMUM POTENTIAL RENT \$SAMPLE	(DEPENDS ON SCREENING RESU	ILTS AND UNIT SIZE)							
RENT	SAMPLE \$ SAMPLE	ADDITIONAL DEPOSITS: SAMPLE	<u>\$</u> SAMPLE	MINIMUM INSURANCE AN	(\$100,000 IF LEFT BLANK)					
Ë	SAMPLE \$ SAMPLE	SAMPLE	\$SAMPLE	THE INSURANCE POLICY AND	TED AS AN "INTERESTED PERSON" ON PROOF OF SUCH LISTING PROVIDED					
	SAMPLE \$ SAMPLE	SAMPLE SAMPLE	\$SAMPLE \$SAMPLE	(NO INSURANCE WILL BE REC	QUIRED IF: A) THE HOUSEHOLD INCOME THE UNIT IS EQUAL TO OR LESS THAN					
	SAMPLE <u>\$</u> SAMPLE	SAMPLE IF LAST MONTH'S RENT IS REQUI	\$ SAMPLE	50 PERCENT OF THE AREA MI SIZE AS MEASURED UP TO J DWELLING UNIT HAS BEEN S INCLUDING HOUSING CHOICE	EDIAN INCOME, ADJUSTED FOR FAMILY A FIVE-PERSON FAMILY; OR B) IF THE SUBSIDIZED WITH PUBLIC FUNDS, NOT VOUCHERS.)					

Form M502 OR Copyright © 2025 Multifamily NW\* NOT TO BE REPRODUCED WITHOUT WRITTEN PERMISSION. Revised 4/16/2024.

NAME	DATE OF BIRTH	MAKE	MODEL	COLOR	STATE LICENSE PLA	AIE # OWNER				
SAMPLE	SAMPLE	SAMPLE	SAMPLE	SAMPLE	SAMPLE SAMPLE	SAMPLE				
SAMPLE		SAMPLE	SAMPLE	SAMPLE	SAMPLE SAMPLE	SAMPLE				
SAMPLE		SAMPLE	SAMPLE	SAMPLE	SAMPLE SAMPLE	SAMPLE				
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NAME SAMPLE					SAMPLE WEIGHT					
	TYPE SAMPLI		REED SAMPLE		SAMPLE WEIGHT					
NAME SAMPLE	TYPE SAMPL		REED SAMPLE		SAMPLE WEIGHT	SAMPLE				
DO YOU INTEND TO USE: 🕅 W		MUSICAL INS	TRUMENT SAMPL							
DO YOU HAVE RENTER'S INSURA										
EMERGENCY CONTACT SAMP	LE			PHONE (	) SAMPLE					
ADDRESS SAMPLE										
CONTACT IN CASE OF DEATH $\_S$	AMPLE			PHONE (	) SAMPLE					
ADDRESS SAMPLE										
HAVE YOU BEEN EVICTED WITHIN		THERE A PENDIN	G EVICTION CASE AG	AINST YOU? 🛛 Y	ES 🕅 NO					
IF YES, PLEASE LIST COUNTY & S	STATE SAMPLE									
HAVE YOU EVER FILED FOR BANK	KRUPTCY, OR ARE YOU CU	JRRENTLY IN THE	BANKRUPTCY PROCE	SS? 🛛 YES 🕅 N		SAMPLE				
HAVE YOU EVER HAD A HOME FO	RECLOSED ON, OR ARE Y	OU CURRENTLY IN	I THE FORECLOSURE	PROCESS? 🔀 YE	ES 🕅 NO IF YES, DAT	E SAMPLE				
HAVE YOU OR ANY OTHER PERSO						MM/DD/YYYY				
OR MISDEMEANOR RELATED TO				ES, WHO SAMP						
COUNTY & STATE SAMPLE	WHEN	SAMPLE	WHAT SAMPLE							
HAVE YOU OR ANY OTHER PERS		MM/DD/YYYY YING THE UNIT B			TED TO THE CRIMINA	CONVICTION				
CRITERIA THAT HAS NOT BEEN										
WHY ARE YOU VACATING YOUR										
HAVE YOU GIVEN LEGAL NOTICE										
HOW DID YOU HEAR ABOUT OU										
HOW DID TOO HEAR ABOUT OU										
Owner/Agent has charged a so	preening charge as set	orth above. Own	er/Agent may obtai	n a consumer cr	edit report and/or ar	Investigative				
Consumer Report which may ir										
may include information as to r additional disclosures provided										
609(c). You have the right to dis	pute the accuracy of the	information provid	led to the Owner/Ag	ent by the screen						
agency as well as complete an	609(c). You have the right to dispute the accuracy of the information provided to the Owner/Agent by the screening company or the credit reporting agency as well as complete and accurate disclosure of the nature and scope of the investigation.									
	R CREDIT REPORTING	G AGENCY		SAN						
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SCREENING

OTHER OCCUPANTS

OTHER

ON SITE RESIDENT MAIN OFFICE (IF REQUIRED) PORTLAND STANDARD FINANCIALLY RESPONSIBLE • PAGE 2



1900 SW 4th Avenue, Suite 7007 • Portland, OR 97201 PHONE 503-823-1303 • FAX 503-865-3260 RentalServices@PortlandOregon.gov Portland.gov/RSO

> Rental Services Helpdesk Hours MON, WED, FRI 9-11 am 1-4 pm

**Right to Request a Modification or Accommodation Notice** 

Required Under Portland City Code Title 30.01.086.C.3.B

For residential rental units within Portland city limits, a landlord is required to include this notice with application forms for the rental of a dwelling unit.

State and federal laws, including **the Fair Housing Act**, make it illegal for housing providers to refuse to make **reasonable accommodations** and **reasonable modifications** for individuals with disabilities. All persons with a disability have a right to request and be provided a reasonable accommodation or modification at any time, from application through to termination/eviction.

# Some examples of reasonable accommodations include:

- Assigning an accessible parking space
- Transferring a tenant to a ground-floor unit
- Changing the rent payment schedule to accommodate when an individual receives public benefits
- Allowing an applicant to submit a housing application via a different means
- Allowing an assistance animal in a "no pets" building. More information about assistance animals is available here:

https://www.hud.gov/program\_offices/fair\_housing\_equal\_opp/assistance\_animals

# Some examples of reasonable modification include:

- Adding a grab bar to a tenant's bathroom
- Installing visual smoke alarm systems
- Installing a ramp to the front door

# Under fair housing laws, a person with a disability is someone:

- With a physical or mental impairment that substantially limits one or more major life activities of the individual;
- With a record of having a physical or mental impairment that substantially limits one or more major life activities of the individual; or
- Who is regarded as having a physical or mental impairment that substantially limits one or more major life activities.

Major life activities include, but are not limited to seeing, walking, reaching, lifting, hearing, speaking, interacting with others, concentrating, learning, and caring for oneself.

E-Mail: RentalServices@portlandoregon.gov

# **Reasonable Accommodations**

A reasonable accommodation is a change or exception to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling. This includes public use and common spaces or fulfilling their program obligations. Any change in the way things are customarily done that allows a person with a disability to enjoy housing opportunities or to meet program requirements is a reasonable accommodation.

All housing or programs are required to make reasonable accommodations. Housing providers may not require persons with disabilities to pay extra fees or deposits or any other special requirements as a condition of receiving a reasonable accommodation.

# **Reasonable Modifications**

A reasonable modification is a structural change made to the premises in order to afford an individual with a disability full enjoyment of the premises. Reasonable modifications can include structural changes to interiors and exteriors of dwellings and to public use and common areas.

Under federal law, public housing agencies, other federally assisted housing providers, and state or local government entities are required to provide and pay for structural modifications as reasonable accommodations/modifications. For private housing, the person requesting the reasonable modification will need to cover the costs of the modification.

# Verification of Disability

In response to an accommodation or modification request and only when it is necessary to verify that a person has a disability that is not known or apparent to the housing provider, they, can ask an applicant/tenant to provide documentation from a qualified third party (professional), that the applicant or tenant has a disability that results in one or more functional limitation. If the disability-related need for the requested accommodation or modification is not known or obvious, the housing provider can request documentation stating that the requested accommodation or modification is necessary because of the disability, and that it will allow the applicant/tenant access to the unit and any amenities or services included with the rental equally to other tenants.

A housing provider cannot inquire into the nature or extent of a known or apparent disability or require that an applicant or tenant release his or her medical records. Housing providers can require that the verification come from a qualified professional, but they cannot require that it be a medical doctor.

Nondiscrimination laws cover applicants and tenants with disabilities, as well as applicants and tenants and without disabilities who live or are associated with individuals with disabilities. These laws also prohibit housing providers from refusing to rent to persons with disabilities, making discriminatory statements, and treating persons with disabilities less favorably than other tenants because of their disability.

Under fair housing laws, it is illegal for a housing provider to deny reasonable accommodations and reasonable modifications to individuals with disabilities. If wrongfully denied an accommodation or modification contact HUD or the Fair Housing Council of Oregon. Time limits apply to asserting any legal claims for discrimination.

# Call HUD toll-free at 1-800-669-9777 or TTY 1-800-927-9275 or visit https://www.hud.gov/program\_offices/fair\_housing\_equal\_opp/complaint-process

HUD will investigate at no cost to the complainant.

For more information about reasonable accommodations and modifications visit www.hud.gov/program\_offices/fair\_housing\_equal\_opp/reasonable\_accommodations\_and\_modifications

Call the Fair Housing Council of Oregon at (503) 223-8197 ext. 2 or http://fhco.org/index.php/reportdiscrimination.



If you believe you have been harassed or discriminated against because of your race, color, national origin, religion, gender, familial status, disability, marital status, source of income, sexual orientation including gender identity, domestic violence, type of occupation, or age over 18 seek legal guidance regarding your rights under Fair Housing law.

For translation or interpretation, please call 503-823-1303 TTY at 503-823-6868 or Oregon Relay Service at 711

503-823-1303: Traducción e interpretación | Chuyển Ngữ hoặc Phiên Dịch | 翻译或传译 Письменныйили устный перевод | 翻訳または通訳 | Traducere sau Interpretare 번역 및 통역 | Письмовий або усний переклад | Turjumida ama Fasiraadda

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This requirement is in addition to any other rights and responsibilities set forth in the Oregon Residential Landlord and Tenant Act under Oregon Revised Statute Chapter 90, and Portland Landlord-Tenant Law under Portland City Code Title 30.

The information in this form is for educational purposes only. You should review appropriate state statute, city code, and administrative rule as necessary. If you need legal guidance, or are considering taking legal action, you should contact an attorney.





1900 SW 4th Avenue, Suite 7007 • Portland, OR 97201 PHONE 503-823-1303 • FAX 503-865-3260 RentalServices@PortlandOregon.gov Portland.gov/RSO

> Rental Services Helpdesk Hours MON, WED, FRI 9-11 am 1-4 pm

# Statement of Applicant Rights and Responsibilities Notice

Required Under Portland City Code Title 30.01.086.C.3.C

Within the City of Portland, a landlord is required to include this notice with application forms for the rental of a dwelling unit.

# **City of Portland Applicant Rights**

The City of Portland has adopted local requirements that provide additional rights and responsibilities for landlords and applicants for rental housing during the rental unit advertising and application process. Applicants are strongly encouraged to submit supplemental information to offset any reasons that could lead to denial. In the event of denial, applicants have the right to appeal the decision within 30 days. *Applicants are strongly encouraged to review their rights before submitting an application*.

City requirements address the following landlord tenant topics: advertising and application process screening, security deposits, depreciation schedules, rental history, notice rights, and rights for relocation assistance. Note that requirements and restrictions specified in Portland City Code are in addition to, not instead of, the requirements and restrictions of applicable state and federal law.

The City of Portland city code, rules, required notices and forms are listed below, and are available at: portland.gov/rso or by contacting the Rental Services Office at (503) 823-1303 or rentalservices@portlandoregon.gov.

# **Residential Rental Unit Registration**

• Portland City Code 7.02.890

## **Application and Screening Requirements**

- Portland City Code 30.01.086
- Rental Housing Application and Screening Administrative Rule
- Statement of Applicant Rights and Responsibilities Notice
- Right to Request a Modification or Accommodation Notice
- Rental Housing Application and Screening Minimum Income Requirement Table

## **Security Deposit Requirements**

- Portland City Code 30.01.087
- Rental Housing Security Deposits Administrative Rule
- Rental History Form

E-Mail: RentalServices@portlandoregon.gov

Notice 30.01.086.C.3.C V:4;VED:2023JUNE30 Page **1** of **2** 

## **Mandatory Renter Relocation Assistance**

- Portland City Code 30.01.085
- Mandatory Relocation Assistance Exemption Eligibility and Approval Process Administrative Rule
- Tenant Notice of Rights and Responsibilities Associated with Portland Mandatory Relocation Assistance
- Relocation Exemption Application Acknowledgement Letter (If applicable)



If you believe you have been harassed or discriminated against because of your race, color, national origin, religion, gender, familial status, disability, marital status, source of income, sexual orientation including gender identity, domestic violence, type of occupation, or age over 18 seek legal guidance regarding your rights under Fair Housing law.

For translation or interpretation, please call 503-823-1303 TTY at 503-823-6868 or Oregon Relay Service at 711

503-823-1303: Traducción e interpretación | Chuyển Ngữ hoặc Phiên Dịch | 翻译或传译 Письменныйили устный перевод | 翻訳または通訳 | Traducere sau Interpretare 번역 및 통역 | Письмовий або усний переклад | Turjumida ama Fasiraadda

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This requirement is in addition to any other rights and responsibilities set forth in the Oregon Residential Landlord and Tenant Act under Oregon Revised Statute Chapter 90, and Portland Landlord-Tenant Law under Portland City Code Title 30.

The information in this form is for educational purposes only. You should review appropriate state statute, city code, and administrative rule as necessary. If you need legal guidance, or are considering taking legal action, you should contact an attorney.



# CITY OF PORTLAND • STANDARD FINANCIALLY RESPONSIBLE RENTAL CRITERIA FOR RESIDENCY

### **OWNER/AGENT'S EVALUATION PROCESS**

Upon receipt of a completed application, the contents of the application are compared to the screening criteria by Owner/Agent and the Applicant is either approved or denied in compliance with all local, state and federal laws. Applicants are welcome to provide supplemental evidence to mitigate potentially negative screening results.

Applicants have 30 days to appeal denied applications, during which time they may correct, refute, or explain negative information forming the basis for the denial. Applicants are also prequalified for any rental opportunities at Owner/Agent's properties for three months following the approval date. All screening fees are waived for three months following the approved appeal, but Applicants under these circumstances will be required to certify in writing that no conditions have materially changed from those described in Owner/Agent's approved application. If conditions have materially changed, Owner/Agent may use those changes as the basis for a denial.

### OCCUPANCY POLICY

- 1. Occupancy is based on the number of bedrooms in a unit. (A bedroom is defined as a hab-Table room that is intended to be used primarily for sleeping purposes, contains at least 70 square feet and is configured so as to take the need for a fire exit into account.)
- The general rule is two persons are allowed per bedroom. Owner/Agent may adopt a more liberal occupancy standard based on factors such as size and configuration of the unit, size and configuration of the bedrooms, and whether any occupants will be infants.

### GENERAL STATEMENTS

- Any of the following items, or combination thereof, will be accepted to verify the name, date of birth and photo of the applicant:
- i) Evidence of Social Security Number (SSN Card)
- ii) Valid Permanent Resident Card
- iii) Immigrant Visa
- iv) Individual Taxpayer Identification Number (ITIN)
- V) Non-Immigrant Visa
- vi) Any government-issued identification regardless of expiration date
- vii) Any non-governmental identification or combination of identifications that would permit a reasonable verification of identity
- 2. Each applicant will be required to qualify individually or as per specific criteria areas.
- 3. Inaccurate, incomplete or falsified information will be grounds for denial of the applica-
- 4. Any applicant currently using illegal drugs will be denied. If approved for tenancy and later illegal drug use is confirmed, termination shall result.
- Any individual whose tenancy may constitute a direct threat to the health and safety of 5.
- any individual, the premises, or the property of others, will be denied tenancy. Applicants have the right to a refund of the screening charge paid in conjunction with this application and recover damages as set forth in ORS 90.295(5) and (6)(b). 6.

### **INCOME CRITERIA**

 Monthly income must be 2 times the monthly stated rent\*, or 2.5 times the monthly stated rent if the monthly rent amount is below the maximum monthly rent for a household earning no more than 80 percent of the median household income as published annually by the Portland Housing Bureau. https://www.multifamilynw.org/PHB\_Rent\_Income\_Limits Income sources shall include, but are not limited to: wages, rent assistance (non-governmental only), and monetary public benefits and are based on the cumulative financial resources of all financially responsible applicants. Applicants failing to qualify under this section may, at Owner/Agent's discretion, be required to pay an additional security deposit in the amount of half a month's rent

\*If applicant will be using local, state or federal housing assistance as a source of income, "monthly stated rent" as used in this section means that portion of the rent that will be payable by applicant and excludes any portion of the rent that will be paid through the assistance program.

- 2. Twelve months of verifiable employment will be required if used as a source of income.
- Applicants using self-employment income will have their records verified through the state corporation commission, and will be required to submit records to verify their income, which records may include the previous year's tax returns.

### **RENTAL HISTORY CRITERIA**

- Twelve months of verifiable contractual rental history from a current unrelated, third party landlord, or home ownership, is required. Less than twelve months verifiable rental his-tory will require a security deposit not to exceed one and a half month's rent and/or gualified co-signer.
- Three or more notices for nonpayment of rent within one year will result in denial of the 2. application.
- 3 Three or more dishonored checks within one year will result in denial of the application. 4
- Rental history reflecting any past due and unpaid balances to a landlord will result in denial of the application except for unpaid rent, including rent reflected in judgments or referrals of debt to a collection agency, that accrued on or after April 1, 2020, and before March 1, 2022.
- Rental history including three or more noise disturbances or any other material non-5 compliance with the rental agreement or rules within the past two years will result in denial

### EVICTION HISTORY CRITERIA

Five years of eviction-free history is required except for general eviction judgments, entered on claims that arose on or after April 1, 2020, and before March 1, 2022. Eviction actions that were dismissed or resulted in a judgment for the applicant or when the applicant has provided supplemental evidence proving that they suffered a job loss due to no fault of their own will not be considered. If your eviction was related to a non-behavioral issue, you may provide supplemental evidence as instructed herein and that information will be considered.

### **CREDIT CRITERIA**

- 1. Negative credit scoring or adverse debt showing on consumer credit report may result in denial or require additional security deposits or acceptable cosigners.
- Ten or more unpaid collections (not related to medical expenses) will result in denial of 2. the application.

### FAIR HOUSING LAWS

Landlord has a non-discrimination policy as required by federal, state or local law

and does not discriminate against any applicant because of the race, color, religion, sex, sexual orientation, gender identity, national origin, marital status, familial status or source of income of the applicant.

### BANKRUPTCIES

Chapter 7 Bankruptcies filed within one (1) year of the application or current pending bankruptcies will result in a denial of the application. Any negative or adverse debt showing on a consumer credit report within the last two (2) years (not related to educational or medical expenses) that is reported following a bankruptcy, or multiple bankruptcy filings will result in denial of the application. Applicants with a current Chapter 13 bankruptcy may be approved if the bankruptcy is over 3 years old, in good standing, and no negative or adverse debts have been established since.

### **CRIMINAL CONVICTION CRITERIA**

Upon receipt of the Rental Application and screening fee, Owner/Agent will conduct a search of public records to determine whether applicant or any proposed resident or occupant has a "Conviction" (which means: charges pending as of the date of the application; a conviction; a guilty plea; or no contest plea), for any of the following crimes as provided in ORS 90.303(3): drug-related crime; person crime; sex offense; crime involving financial fraud, including identity theft and forgery; or any other crime if the conduct for which 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 landlord's agent. Owner/Agent will not consider a previous arrest that did not result in a Conviction or expunged records.

If applicant, or any proposed occupant, has a Conviction in their past which would disqualify them under these criminal conviction criteria, and desires to submit additional information to Owner/Agent along with the application so Owner/Agent can engage in an individualized assessment (described below) upon receipt of the results of the public records search and prior to a denial, applicant should do so. Otherwise, applicant may request the review process after denial as set forth below, however, see item (c) under "Criminal Conviction Review Process" below regarding holding the unit.

A single Conviction for any of the following, subject to the results of any review process, shall be grounds for denial of the Rental Application.

a) Felonies or Misdemeanors involving: murder, manslaughter, arson, rape, kidnapping, child or other violent/predatory sex crimes or manufacturing or distribution of a controlled substance, or terrorism.

b) Felonies not listed above involving: drug-related crime; person crime; sex offense; crime involving financial fraud, including identity theft and forgery; or any other crime if the conduct for which 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 the residents, the landlord or the landlord's agent, where the date of disposition has occurred in the last 7 years.

c) Misdemeanors not listed above involving: drug related crimes, person crimes, sex offenses, domestic violence, violation of a restraining order, stalking, weapons, criminal impersonation, possession of burglary tools, financial fraud crimes, where the date of disposition has occurred in the last 5 years.

Misdemeanors not listed above involving: theft, criminal trespass, criminal mischief, d) property crimes or any other crime if the conduct for which 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 the residents, the land-lord or the landlord's agent, where the date of disposition has occurred in the last 3 years. Conviction of any crime that requires lifetime registration as a sex offender, or for e)

### which applicant is currently registered as a sex offender, will result in denial. 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) as required by local, state and federal law, and: (1) Applicant has submitted supporting documentation prior to the public records search;

(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:
  - Letter from parole or probation office; ii)
    - Letter from caseworker, therapist, counselor, etc.;
    - Certifications of treatments/rehab programs;
  - Letter from employer, teacher, etc iv) Certification of trainings completed;
  - V) vi)
  - Proof of employment; and Statement of the applicant. vii)

Landlord will also perform an individualized assessment if no supplemental information is received as required by any local, state or federal law.

### Owner/Agent will:

□ MAIN OFFICE (IF REQUIRED)

- (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.