



MULTIFAMILY NW
The Association Promoting Quality Rental Housing

CITY OF PORTLAND, OREGON
LOW BARRIER NON-FINANCIALLY RESPONSIBLE RENTAL APPLICATION

TO BE COMPLETED BY EACH NON-FINANCIALLY RESPONSIBLE ADULT

ALL UNITS
SUBJECT TO
AVAILABILITY



SAMPLE

SAMPLE

OFFICE USE ONLY

NEW MOVE-IN OCCUPANT TURNING 18 ADD/REMOVE ROOMMATE TRANSFER

PROPERTY NAME / NUMBER SAMPLE SAMPLE

UNIT NUMBER SAMPLE ADDRESS SAMPLE

DATE UNIT WANTED SAMPLE UNIT RENT \$ SAMPLE
MM/DD/YYYY

OWNER / AGENT SAMPLE PHONE SAMPLE

OWNER / AGENT ADDRESS SAMPLE

SMOKING POLICY: ALLOWED - ENTIRE PREMISES PROHIBITED - ENTIRE PREMISES ALLOWED IN LIMITED AREAS (ASK MANAGEMENT FOR DETAILS)

DWELLING UNIT QUALIFIES AS A "TYPE A UNIT" (ACCESSIBLE UNIT) PER OREGON STRUCTURAL BUILDING CODE AND ICC A117.1.

CHECK ALL THAT APPLY:

- OPTIONAL: DISABLED (NOT MOBILITY RELATED)
- OPTIONAL: DISABLED AND MOBILITY DISABLED (meaning a person who has a disability that causes an ongoing limitation of independent, purposeful physical movement of the body or one or more extremities and requires a modifiable living space because of, but not limited to, the need for an assistive mobility device)
- I HAVE APPLIED TO OTHER LOCATIONS MANAGED BY OWNER/AGENT IN THE LAST 60 DAYS

SAMPLE

WHERE? SAMPLE

Owner/Agent may refuse to process this application if Applicant has repeated and verifiable violations of a Rental Agreement with Owner/Agent within 365 days of submission of this application. Rental Agreement violations are repeated and verifiable when: i) at least 3 violations have occurred within a 1 year period, and the most recent violation occurred within 365 days before the submission of this application; ii) Resident received notice of each of the 3 violations in writing at the time each violation occurred; and iii) none of the 3 violations were cured (as provided in ORS 90.392) or resulted in a general judgment for the Applicant before the Applicant submitted the application. If Owner/Agent refuses to process this application for this reason, Owner/Agent shall provide Applicant with copies of the relevant notices considered.

INDIVIDUAL

FULL LEGAL NAME SAMPLE EMAIL SAMPLE

PREVIOUS NAMES, ALIASES OR NICKNAMES USED SAMPLE

DATE OF BIRTH SAMPLE SOC. SECURITY # SAMPLE PHONE () SAMPLE
MM/DD/YYYY

PHOTO I.D. TYPE SAMPLE # SAMPLE / STATE SAMPLE EXP. DATE SAMPLE
MM/DD/YYYY

CURRENT STREET ADDRESS SAMPLE

CITY SAMPLE STATE SAMPLE ZIP SAMPLE DATE YOU MOVED IN SAMPLE
MM/DD/YYYY

CURRENT LANDLORD NAME SAMPLE LANDLORD PHONE () SAMPLE

LANDLORD EMAIL SAMPLE LANDLORD FAX () SAMPLE

STREET ADDRESS (OR APARTMENT NAME) SAMPLE

CITY SAMPLE STATE SAMPLE ZIP SAMPLE

FORMER STREET ADDRESS SAMPLE

CITY SAMPLE STATE SAMPLE ZIP SAMPLE FROM SAMPLE TO SAMPLE
MM/DD/YYYY MM/DD/YYYY

FORMER LANDLORD NAME SAMPLE LANDLORD PHONE () SAMPLE

LANDLORD EMAIL SAMPLE LANDLORD FAX () SAMPLE

STREET ADDRESS (OR APARTMENT NAME) SAMPLE

CITY SAMPLE STATE SAMPLE ZIP SAMPLE

OTHER STATES AND COUNTIES YOU HAVE LIVED IN DURING THE PAST 5 YEARS SAMPLE

THE FOLLOWING INFORMATION IS SUBJECT TO CHANGE PRIOR TO EXECUTION OF RENTAL AGREEMENT.

THE FOLLOWING ARE MAXIMUM AMOUNTS. THE ACTUAL AMOUNT CHARGED WILL DEPEND ON UNIT SIZE, SCREENING RESULTS, AND OTHER FACTORS.

MAXIMUM POTENTIAL RENT	\$	<u>SAMPLE</u>
<u>SAMPLE</u>	\$	<u>SAMPLE</u>
<u>SAMPLE</u>	\$	<u>SAMPLE</u>
<u>SAMPLE</u>	\$	<u>SAMPLE</u>
<u>SAMPLE</u>	\$	<u>SAMPLE</u>

DEPOSITS

SECURITY DEPOSIT MINIMUM:	\$	<u>SAMPLE</u>
<small>(NOT TO EXCEED ONE MONTH'S RENT)</small>		
SECURITY DEPOSIT MAXIMUM:	\$	<u>SAMPLE</u>
<small>(NOT TO EXCEED ONE AND A HALF MONTH'S RENT) (DEPENDS ON SCREENING RESULTS AND UNIT SIZE)</small>		
ADDITIONAL DEPOSITS:		
<u>SAMPLE</u>	\$	<u>SAMPLE</u>
<u>SAMPLE</u>	\$	<u>SAMPLE</u>
<u>SAMPLE</u>	\$	<u>SAMPLE</u>
<u>SAMPLE</u>	\$	<u>SAMPLE</u>
<u>SAMPLE</u>	\$	<u>SAMPLE</u>
<u>SAMPLE</u>	\$	<u>SAMPLE</u>

IF LAST MONTH'S RENT IS REQUIRED AT MOVE-IN, SECURITY DEPOSIT SHALL NOT EXCEED ONE HALF OF ONE MONTH'S RENT.

INSURANCE

- IF CHECKED, RENTER'S INSURANCE WILL BE REQUIRED.
- IF CHECKED, RENTER'S INSURANCE WILL BE REQUIRED IF SAMPLE SAMPLE

MINIMUM INSURANCE AMOUNT: \$ SAMPLE
(\$100,000 IF LEFT BLANK)

OWNER/AGENT MUST BE LISTED AS AN "INTERESTED PERSON" ON THE INSURANCE POLICY AND PROOF OF SUCH LISTING PROVIDED PRIOR TO MOVE-IN.

(NO INSURANCE WILL BE REQUIRED IF: A) THE HOUSEHOLD INCOME OF ALL OF THE TENANTS IN THE UNIT IS EQUAL TO OR LESS THAN 50 PERCENT OF THE AREA MEDIAN INCOME, ADJUSTED FOR FAMILY SIZE AS MEASURED UP TO A FIVE-PERSON FAMILY; OR B) IF THE DWELLING UNIT HAS BEEN SUBSIDIZED WITH PUBLIC FUNDS, NOT INCLUDING HOUSING CHOICE VOUCHERS.)

SAMPLE

SAMPLE

SAMPLE

SAMPLE

OTHER OCCUPANTS

NAME	DATE OF BIRTH	MAKE	MODEL	COLOR	STATE	LICENSE PLATE #	OWNER
SAMPLE	SAMPLE MM/DD/YYYY	SAMPLE	SAMPLE	SAMPLE	SAMPLE	SAMPLE	SAMPLE
SAMPLE	SAMPLE MM/DD/YYYY	SAMPLE	SAMPLE	SAMPLE	SAMPLE	SAMPLE	SAMPLE
SAMPLE	SAMPLE MM/DD/YYYY	SAMPLE	SAMPLE	SAMPLE	SAMPLE	SAMPLE	SAMPLE
SAMPLE	SAMPLE MM/DD/YYYY	SAMPLE	SAMPLE	SAMPLE	SAMPLE	SAMPLE	SAMPLE
SAMPLE	SAMPLE MM/DD/YYYY	SAMPLE	SAMPLE	SAMPLE	SAMPLE	SAMPLE	SAMPLE

VEHICLES

IF CHECKED, PETS ARE NOT ALLOWED AT THIS PROPERTY.

IF CHECKED, PETS ARE ALLOWED SUBJECT TO APPROVAL BY MANAGEMENT. HOW MANY PETS WILL BE RESIDING IN THIS UNIT? SAMPLE

NAME	<u>SAMPLE</u>	TYPE	<u>SAMPLE</u>	BREED	<u>SAMPLE</u>	AGE	<u>SAMPLE</u>	WEIGHT	<u>SAMPLE</u>
NAME	<u>SAMPLE</u>	TYPE	<u>SAMPLE</u>	BREED	<u>SAMPLE</u>	AGE	<u>SAMPLE</u>	WEIGHT	<u>SAMPLE</u>
NAME	<u>SAMPLE</u>	TYPE	<u>SAMPLE</u>	BREED	<u>SAMPLE</u>	AGE	<u>SAMPLE</u>	WEIGHT	<u>SAMPLE</u>

DO YOU INTEND TO USE: WATERBED AQUARIUM MUSICAL INSTRUMENT SAMPLE

DO YOU HAVE RENTER'S INSURANCE? YES NO

EMERGENCY CONTACT SAMPLE PHONE () SAMPLE

ADDRESS SAMPLE

CONTACT IN CASE OF DEATH SAMPLE PHONE () SAMPLE

ADDRESS SAMPLE

HAVE YOU BEEN EVICTED WITHIN THE LAST 5 YEARS OR IS THERE A PENDING EVICTION CASE AGAINST YOU? YES NO

IF YES, PLEASE LIST COUNTY & STATE SAMPLE

HAVE YOU OR ANY OTHER PERSON WHO WILL BE OCCUPYING THE UNIT EVER BEEN CONVICTED OF, OR PLED GUILTY OR NO CONTEST TO, ANY FELONY OR MISDEMEANOR RELATED TO THE CRIMINAL CONVICTION CRITERIA? YES NO IF YES, WHO SAMPLE

COUNTY & STATE SAMPLE WHEN SAMPLE MM/DD/YYYY WHAT SAMPLE

HAVE YOU OR ANY OTHER PERSON WHO WILL BE OCCUPYING THE UNIT BEEN ARRESTED FOR A CHARGE RELATED TO THE CRIMINAL CONVICTION CRITERIA THAT HAS NOT BEEN DISMISSED? YES NO IF YES, COUNTY & STATE SAMPLE

WHY ARE YOU VACATING YOUR PRESENT PLACE OF RESIDENCE? SAMPLE

HAVE YOU GIVEN LEGAL NOTICE WHERE YOU NOW LIVE? YES NO

HOW DID YOU HEAR ABOUT OUR PROPERTY? SAMPLE

OTHER

Owner/Agent may obtain a consumer credit report and/or an Investigative Consumer Report which may include the checking of the individual's credit, rental history and criminal court records and may include information as to his/her character, general reputation, personal characteristics, and mode of living. You have the right to request additional disclosures provided under Section 606 (b) of the Fair Credit Reporting Act, and a written summary of your rights pursuant to Section 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.

SCREENING COMPANY OR CREDIT REPORTING AGENCY

COMPANY NAME SAMPLE PHONE SAMPLE

ADDRESS SAMPLE

EMAIL SAMPLE

If the application is approved, the individual will have SAMPLE hours from the time of notification to either, at Owner/Agent's option, execute a rental agreement and make all deposits required thereunder or make a deposit to hold the unit and execute an agreement to execute a rental agreement which will provide for the forfeiture of the deposit if the individual fails to occupy the unit. If the individual fails to timely take the steps required above, he/she will be deemed to have refused the unit and the next application for the unit will be processed.

GOOD FAITH ESTIMATE

Approximate number of units currently available, or which will in the foreseeable future be available, of the size and in the area requested by the individual: SAMPLE unit(s).

Approximate number of applications previously accepted and currently under consideration for those units: SAMPLE application(s).

If the blanks above are not filled in, then there is at least one unit available and there are no applications ahead of yours currently under consideration.

IF CHECKED, THE INDIVIDUAL IS HEREBY NOTIFIED THAT THE TENANCY WILL BE FIXED TERM AND IT IS OWNER'S INTENT TO SELL THE DWELLING UNIT OR PERMANENTLY CONVERT THE DWELLING UNIT TO A USE OTHER THAN AS A DWELLING UNIT.

SCREENING

I certify that the above information is correct and complete and hereby authorize you to do a credit check and make any inquiries you feel necessary to evaluate my tenancy and credit standing. I understand that Owner/Agent may refuse to process or deny this application if it is materially incomplete, fails to include information regarding my identification or income, or if I intentionally withheld or misrepresented required information. I understand that if any information supplied on this application is later found to be false, this is grounds for termination of tenancy. I understand that I am welcome to provide supplemental evidence to mitigate potentially negative screening results. Applicants may provide evidence of mitigating circumstances and requests for reasonable accommodation/modification to the following location for review, consideration and response:

SAMPLE **I have received and read the Owner/Agent's rental criteria.**

APPLICANT SAMPLE DATE SAMPLE MM/DD/YYYY SUPPLEMENTAL EVIDENCE PROVIDED? YES NO

OWNER/AGENT SAMPLE SUPPLEMENTAL EVIDENCE RECEIVED? YES NO

PHOTO I.D. VERIFIED BY SAMPLE (INITIALS) DATE RECEIVED SAMPLE MM/DD/YYYY TIME RECEIVED SAMPLE

OWNER/AGENT NOTES _____

SIGNATURE



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_op/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.

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.



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

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
Письменный или устный перевод | 翻訳または通訳 | Traducere sau Interpretare
번역 및 통역 | Письмовий або усний переклад | Turjumida ama Fasiraadda
الترجمة التحريرية والشفوية | ການແປພາສາ ຫຼື ການອະທິບາຍ

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 • LOW BARRIER NON-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 individual is either approved or denied in compliance with all local, state and federal laws.

Individuals have 30 days to appeal denied applications, during which time they may correct, refute, or explain negative information forming the basis for the denial. Individuals 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 Individuals 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 habitable 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.)
2. 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

1. Any of the following items, or combination thereof, will be accepted to verify the name, date of birth and photo of the individual:
 - 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 individual 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 application.
4. Any individual currently using illegal drugs will be denied. If approved for tenancy and later illegal drug use is confirmed, termination shall result.
5. Any individual whose tenancy may constitute a direct threat to the health and safety of any individual, the premises, or the property of others, will be denied tenancy.
6. 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).

RENTAL HISTORY

Individuals may not be rejected for rental history that included actions to recover possession pursuant to ORS 105.105 to 105.168 if the action:

1. Was dismissed or resulted in a general judgment for the individual before the individual submitted the application;
2. Resulted in a general judgment against the individual entered 3 or more years before the date of the application;
3. Resulted in a general judgment against the individual entered fewer than 3 years before the date of the application if the termination was based on a no-cause notice, or the result of a default judgment due to failure to appear and the individual presents credible evidence to Owner/Agent that the individual had already vacated the unit upon which the action was based at the time the notice of the action was served;
4. Resulted in a judgment or court record that was subsequently sealed or set aside pursuant to procedures in state law;
5. Insufficient rental history (unless the individual withholds rental history information in bad faith that might otherwise form the basis for a denial);
6. Information that Owner/Agent obtains from a verbal or written rental reference check with the exceptions of:
 - a) Defaults in rent
 - b) 3 or more material violations of a rental agreement within one year prior to the date of the application that resulted in notices issued to the resident
 - c) Outstanding balances due to Owner/Agent
 - d) Lease violations resulting in a termination with cause.
7. Resulted in a general judgment entered on claims that arose on or after April 1, 2020, and before March 1, 2022.

RENT WELL GRADUATES

If the individual fails to meet any criteria related to credit, evictions and/or rental history, and the individual has received a certificate indicating satisfactory completion of a tenant training program such as "Rent Well," Owner/Agent will consider whether the course content, instructor comments and any other information supplied by the individual is sufficient to demonstrate that the

individual will successfully live in the complex in compliance with the Rental Agreement. Based on this information, Owner/Agent may waive strict compliance with the credit, eviction and/or rental history screening criteria for this individual.

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.

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 individual 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), or pending criminal charges that have not yet been adjudicated 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 the individual 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, was dismissed, expunged, voided or invalidated, determined or adjudicated through the juvenile justice system. Owner/Agent will also not consider convictions when the individual is participating or has completed a diversion or deferral of judgment program or for crimes that are no longer illegal in the State of Oregon.

If the individual, or any proposed occupant, has a Conviction or pending criminal charges that have not yet been adjudicated 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, the individual should do so. Otherwise, the individual 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 or pending criminal charges that have not yet been adjudicated for any of the following, subject to the results of any review process, shall be grounds for denial of the Rental Application:

- a) A criminal conviction for misdemeanor offenses for which the dates of sentencing have occurred within the last 3 years from the date of the application (excluding court-mandated prohibitions that are present at the property for which the individual has applied);
- b) A criminal conviction for felony offenses for which the dates of sentencing have occurred within the last 7 years from the date of the application (excluding court-mandated prohibitions that are present at the property for which the individual has applied).

Criminal Conviction Review Process

Owner/Agent will engage in an individualized assessment of the individual's, or other proposed occupant's, Convictions if the individual 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) the individual has submitted supporting documentation prior to the public records search; or
- (2) the individual 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 individual.

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:

- (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 the individual 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 the individual's written request (if made after denial) the unit was committed to another individual.