**Rental Criteria**

*\*We do not discriminate based on age, race, color, religion, marital status, national origin, sex, sexual orientation, familial status, disability, or source of income.  We comply with all federal, state and local laws concerning Fair Housing. SEE: https://www.osbar.org/public/legalinfo/tenant.html. Applicants must be 18 years or older and able to enter into a legally binding contract. A valid ID or combination of ID’s showing photo/birthday/name will be required to verify identity.*

*\*All of our properties are smoke free. This means no tobacco or marijuana smoking or vaping, inside or on the property grounds. This includes all guests. Using scented candles & perfumes can make the unit uninhabitable and cause fire hazards. They are not permitted.*

**Income Requirements:**

1. We consider all legal sources of verifiable income including local, state, and federal rental assistance; bank accounts balances; alimony/child support; trust accounts; social security; welfare/ unemployment benefits; paycheck stub amounts; income tax records; section 8 vouchers; & grants/loans.
2. Total gross monthly income shall be at least 3 times the monthly rent unless applicant has section 8. In the City of Portland, income must be 2 times the monthly state rent or 2.5 times the monthly stated rent, if rent amount is below the maximum monthly rent for a household earning no more than 80 % of the median household income as published annually by the Portland Housing Bureau.
3. 12 months of verifiable employment will be required if used as a source of income.
4. Present & past employment will be verified. Self-employed applicants must provide copies of their last 2 federal income tax returns & bank statements upon request.
5. Co-signers are rarely allowed and only used solely at management discretion & only for individuals without verifiable income.

**Rental Policies:**

1. All occupants over the age of 18 must provide 3 years of verifiable rental history and separate rental application, unless there is a shared rental history of 3 years. All current and previous owner/manager references will be checked. Failure to provide correct, complete, and legible references or requested information will result in application denial as will false information. No more than two attempts will be made to contact references. Home ownership will be verified through the county tax assessor’s office; mortgage payment history may be requested as well as realtor contact info on a house being sold.
2. Rental history, credit standing, references, employment verifications, criminal history checks, license plate verifications, and pet references (if applicable) may be used to screen tenants. Applicants with service animals or companion pets must provide written verification with application.
3. One year of verifiable rental history from a current unrelated third party landlord or homeownership is required. Less than 12 months of verifiable rental history will require a security deposit of 1.5 times the monthly rent.
4. Three or more dishonored checks or notices of nonpayment of rent within one year will result in denial of the application.
5. Rental history including three or more noise disturbances or any other material non-compliance with the rental agreement or rules within the past two years will result in denial.
6. Present & past employment will be verified. Self-employed applicants must provide copies of their last 2 federal income tax returns & bank statements upon request.
7. Any applicant currently using illegal drugs, as defined under federal or state law, will be denied. If approved for tenancy & illegal drug use is discovered or if smoking policy is violated, expect eviction.
8. Any individual who has posed a direct threat to the health/safety of any individual or has damaged property, within the past 7 years, will be denied. We do not tolerate abuse of children, adults, or pets in our units. We follow up on all reports of suspected drug & criminal activity and unsafe situations in or near our units. If approved for tenancy and unsafe situations or property damage occurs, expect eviction.
9. The $75 application fee for each applicant is only **due on acceptance**. Do not include with application.
10. In multiple application scenarios, priority is given to applicants who are pet less (even in rentals that allow pets), to applicants without co-signors, to in-state co-signors vs out of state co-signors, & to groups with a stable history as a group.
11. Applications that are materially incomplete or intentionally withhold or misrepresent required information will be not be processed.

**Eviction History:**

1. Five years of eviction-free history is required except for general eviction judgements that entered on claims on or after April 1st, 2020 and before March 1st, 2022. Evictions actions that were dismissed or resulted in a judgement for the applicant will not be considered.

**Credit Criteria:**

1. Negative or adverse dept showing on consumer credit report will require a security deposit of one and a half month’s rent and a cosigner (if approved by owner).
2. Ten or more unpaid collections (not related to medical expenses) will result in denial of the application.

**Criminal Conviction Criteria:**

1. Upon receipt of the rental application and screening fee, Owner 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), or pending charges that have not yet been adjudicated. A
2. A single Conviction or pending charges for any of the following, subject to the results of any review process, shall be grounds for denial of the rental application.
   1. Felonies involving: murder, manslaughter, arson, rape, kidnapping, sex crimes or manufacturing or distribution of a controlled substance, crime:person crime, financial fraud, identity theft and forgery, or any crime where the applicant was convicted or is charged is of a nature that it would adversely affect property of the landlord or a tenant or healthy, safety or right of peaceful enjoyment of the premises of the residents, the landlord, or agent, where the date of the disposition has occurred in the past 7 years.
   2. Misdemeanors involving drug related crimes, person crimes, sex offenses, domestic violence, violation of restraining orders, stalking, weapons, criminal impersonation, possession of burglary tools, financial crimes where the date of the disposition occurred in the past 5 years.
   3. Misdemeanors not listed above involving theft, criminal trespass, criminal mischief, property crimes or other crime if the conduct would adversely affect property of the landlord or a tenant or the health and safety or right of peaceful enjoyment of the remiss of the residents or landlord/agent where the date of the disposition has occurred in the past 3 years.
   4. Conviction of any crime that requires lifetime registration as a sex offender for which applicant is currently registered as a sex offender, will result in denial.

**Criminal Conviction Review Process:**

1. Owner/Agent will engage in an individualized assessment of the applicant’s or other proposed occupant’s Convictions, or pending charges that have not yet been adjudicated. 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 or
   2. Applicant is denied based on failure to satisfy these criminal criteria and has submitted a written request along with supporting documentation that may include:
      1. Letter from parole or probation office
      2. Letter from caseworker, therapist, counselor
      3. Certifications of treatments/rehab programs
      4. Letter from employer, teacher, etc
      5. Certifications of trainings completed
      6. Proof of employment and
      7. Statement from applicant
   3. Landlord will also perform an individualized assessment if no supplemental information is received by any local, state or federal law. Owner will
      1. Consider relevant individualized evidence of mitigation factors, which may include the facts or circumstances surrounding the criminal conduct, the age of the convicted person at the time of conduct, time since criminal conduct, evidence the individual has maintained a good tenant history and evidence of rehabilitation efforts. Owner/Agent may request additional information.
      2. Notify applicant of results of review within a reasonable time.
      3. Hold the unit for a reasonable time to complete the review unless prior to the receipt of applicant’s written request (if made after denial) the unit was committed to another applicant.

**Once Accepted:**

1. All tenants older than 18 must have an accepted rental application and sign the rental agreement. ***Each tenant is jointly and severally responsible*** **for the entire rent amount.** Monthly rent payment must be in **one check**.
2. Each unmarried tenant must obtain renter’s insurance & supply proof of insurance prior to move in. Proof of renter’s insurance is due on each renewal.
3. A $1,000 non-refundable holding deposit is due within 24 hours of application acceptance. This deposit will be applied to the Refundable Security Deposit. When the rental agreement is signed the remainder of the security deposit, any prorates, application fees, first & last month’s rent and utility payments paid on your behalf by owner, unless a mutually agreeable payment schedule is pre-approved.
4. Management may inspect the unit 3 times a year with 24-hour notice for maintenance needs and to assess any damage or rental policy violations. Charges for damage caused by tenants or pets will be billed immediately & due within 14 days of billing delivery. Tenants are responsible for damage or injury caused by failure to report leaks, to use shower curtains/doors properly, to follow freezing weather precautions, and failure to keep sidewalks/driveways free of snow, ice, and debris such as leaves or tree fruit.
5. Tenant requested changes to the rental agreement that affect monthly rent, such adding additional adults, pet rents, paid parking/garage spaces, upgrades, etc., do not affect owner’s rights to increase rents per city and state current rules. Owners will try to be flexible and respond to reasonable tenant requests.
6. All tenants are expected to keep the property habitable, clean, sanitary and free of trash. Rooms are to be used for intended use only i.e., kitchen for cooking, bedrooms for sleeping/studying etc.
7. Tenants may not paint or modify the unit unless authorized by the owner.
8. Each resident is jointly and severally responsible for rent and all other performance and financial obligations. Any termination notice from one tenant may be considered by owner a termination notice from all residents. Per owner discretion, any tenant not giving notice who desires to remain may be allowed to submit updated financial information and requalify under Owners’ current rental criteria within 7 days. Termination notice from any tenant may not be revoked without Owner/Agent’s written consent.
9. No security or pet deposit will be refunded unit the entire unit is vacated. Any pre-paid last month rent may only be used when the entire household plans to vacate. Tenants are encouraged to review cleaning checklist and rental agreement when one person is moving out and another person considers moving in. The household may choose to reimburse exiting tenant(s) or charge entering tenant(s) a mutually agreeable amount (among household members) related to the last month rent and security deposits. All households are encouraged to have a written household working policy to address cleaning, noise and yard responsibilities as well as how to handle financial responsibilities in a group household related to monthly costs as well as scenarios if a resident move out or in. Residents are encouraged to seek cleaning/yard services, legal advice if there is a disagreement related to the written household rules.
10. If the remaining household desires a new tenant and owner allows a replacement, the new tenant must complete the rental application. If approved, the new tenant must sign the rental agreement and add/remove tenant form. In the event one person leaves and another person enters into the house, this will not impact owners’ ability to serve a 90 day rent increase notice for the household within the new (entering) tenant’s first year of occupancy. For example, if the household’s last rent increase was 13 months prior and they are on a month:month rental agreement, the owner may serve a 90 day notice, even though one tenant moved out an another tenant moved in 3 months prior.

I have read and agree to this rental policy and believe my application meets these expectations. You are authorized to make credit checks, employment verifications, criminal history checks and rental reference requests.

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

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