



City of Portland General Rental and Occupancy Criteria Guidelines

Rental applications must be completed on all prospective leaseholders 18 years of age and older. A **NON-REFUNDABLE Application Fee** must be paid for each Applicant 18 years of age. All applications for individuals designated as “Financially Responsible Applicants” will be evaluated using the following criteria. Any individual designated as “Non-Financially Responsible” shall be screened only for factors related to health, safety and property maintenance. There must be at least one Financially Responsible Applicant designated for each dwelling unit.

I. IDENTIFICATION: Landlord will accept any of the following, or a combination thereof, to verify the name, date of birth and photo of each adult applicant.

- Evidence of Social Security Number (SSN Card);
- Valid Permanent Resident Alien Registration Receipt Card;
- Immigrant Visa;
- Individual Taxpayer Identification Number (ITIN);
- Non-immigrant visa;
- Any government-issued identification regardless of expiration date; or
- Any non-governmental identification or combination of identifications that would permit a reasonable verification of identity.

Any adult applicant who cannot verify name, date of birth and matching photo which would permit a reasonable verification of that individual’s identity will not qualify for rental.

II. OCCUPANCY

Maximum number of persons per apartment: 2 persons per bedroom plus 1. Landlord’s general occupancy standard may vary to allow additional occupants based on factors including, without limitation, the size and configuration of the unit and of bedrooms as well as whether any occupants will be age 2 or under.

III. INCOME (This criterion applies to Financially Responsible Applicants only):

Applicants must have a minimum combined gross income of 2 times the *monthly rent*. All Financially Responsible Applicants will be asked to produce consecutive and most recent pay stubs for the last 4 weeks from Application Date. Additional sources of verifiable income may be considered. These sources may include: child support, grants, pensions, GI benefits, disability, trust funds, social security and savings accounts. In such instances, verification with employer will be completed or applicant may be asked to produce additional financial statements/records.

IV. RENTAL HISTORY

Six months’ cumulative verifiable rental or mortgage payment history within the last 24 months will be reviewed. Applications for residency will automatically be denied for the following reasons:

- An outstanding debt to a previous landlord or an outstanding NSF check must be paid in full.
- A breach of a prior lease or a prior eviction of any applicant or occupant.
- More than 4 late pays and / or 2 NSFs within the last 24 months. **(Financially Responsible Applicants only)**
- Anyone having an unsatisfied monetary judgment currently pending against them. **(Financially Responsible Applicants only):**
- Bankruptcy filing that has not been dismissed or discharged. **(Financially Responsible Applicants only)**

V. CREDIT HISTORY (This criterion applies to Financially Responsible Applicants only):

Financially responsible applicants must demonstrate an acceptable credit history. Items that will result in an adverse application decision are as follows:

- Credit score of less than 446
- Negative information provided by a consumer credit reporting agency indicating past-due unpaid obligations.
- Rental collections and utility collections or unpaid amounts,
- Civil money judgments against the Applicant
- One or more judgments of restitution that is less than five (5) years old and/or repossession, and
- Current or recent delinquency in financial/credit accounts.

VI. CRIMINAL SCREENING

A criminal background check will be conducted and failure to disclose or falsification on application will result in denial. The fact of an arrest or a pending criminal action will not alone be grounds for denial. Any criminal history will be evaluated in consideration of when the crime occurred, what the underlying conduct entailed and/or what the rental applicant has done since the conviction, parole or probation as well as seriousness of the underlying conviction. 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 involving murder, manslaughter, arson, rape, kidnapping, child sex crimes, or manufacturing or distribution;
- 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 5 years.
- c) Misdemeanors 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 3 years.
- d) Misdemeanors not listed above involving: theft, criminal trespass, criminal mischief, 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 landlord or the landlord's agent, where the date of disposition has occurred in the last 3 years.
- e) Conviction of any crime that requires lifetime registration as a sex offender, or for which applicant is currently registered as a sex offender, will result in denial.

VII. DENIED APPLICATIONS/CONSIDERATION OF SUPPLEMENTAL EVIDENCE

If the applicant fails to meet any of the above criteria, and would be denied based on any of the above factors, Landlord will consider any supplemental evidence submitted by applicant to determine whether any of the basis for denial may be mitigated by the same. Landlord may consider, without limitation, the nature and severity of the relevant incident(s), the number and type of the relevant incident(s), the time elapsed since the incident(s) occurred, the age of the individual at the time if the incident(s), subsequent rehabilitative, educational, and/or vocational efforts, and/or positive rental history.

VIII. APPEALS PROCESS:

Applicants who are not approved for residency (denied) will have 30 days to appeal the denial. The applicant may submit information and/or documents that applicant believes may correct, refute or explain negative information that formed the basis of the landlord’s denial. If Landlord approves an application reviewed on appeal, then the applicant will be prequalified for rental opportunities at the landlord’s properties for the 3 months following the date a landlord approves an application reviewed on appeal, and the applicant’s screening fee for the 3 months following the approved appeal will be waived. Prior to waiving the screening fee, the landlord may require the applicant to self-certify that no conditions have materially changed from those described in the landlord’s approved application.

VIII. GUARANTOR

Guarantors will be accepted for applicants who do not meet the required rent-to-income ratio. Only one Guarantor per apartment is permissible. The Guarantor will be required to complete an application and pay a full Application Fee. Guarantors must have a gross monthly income of 3 times the monthly rent. The Guarantor will be asked to sign a Guaranty of Resident Obligations to support the application.

IX. RENTER’S INSURANCE REQUIREMENTS

Security Properties Residential requires all residents to carry a minimum of \$100,000 Personal Liability Coverage. We recommend that you consider adding Personal Property Coverage as added protection. Renter’s Insurance Policies can be provided through your current insurance provider (i.e.: State Farm, Allstate, Prudential, etc.). Security Properties Residential has partnered with Resident Insure, for Renters Insurance to provide a convenient, reasonable option that offers peace of mind. For additional information about coverage, you may contact Resident Insure by calling (877) 577-0850 or visit their website at www.residentinsure.com.

X. AGREEMENT TO EXECUTE RENTAL AGREEMENT

If Tenants’ application is approved, but prior to entering into a Rental Agreement, Landlord will require Tenant to execute an Agreement to Execute the Rental Agreement and pay a deposit for the purpose of securing the execution of a rental agreement as provided for and allowed by law.

An Application will not be considered until the Application has been completed, returned, and Application Fee(s) have been paid. By signing below, you declare that all your statements in any rental application are true and complete. If you fail to answer any question or give false information, the property may reject your application. Further, by signing below, Applicant(s) acknowledges that by signing below that the Application Fee is nonrefundable.

APPLICANT(S) SIGNATURES

Date _____

Date _____

Date _____

