# **RENTAL CRITERIA FOR RESIDENCY**

We believe that all persons are entitled access to fair and equitable housing. Therefore, in adherence to the *Fair Housing Act*, we do not discriminate based on race or color, religion, sex, sexual orientation, national origin, familial status or disability. If you have any needs for "reasonable accommodation", see below and contact our office.

## 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 SF and is configured so as to take the need for a fire exit into account.)
- 2. The general rule is two persons maximum 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. Current, positive, government-issued photo identification that allows Owner/Agent to adequately screen for eviction, criminal and or credit history will be required.
- 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 application or potentially termination if discovered after Applicant has become a tenant.
- 4. Any applicant 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. Each applicant must have the ability to enter into a legally binding contract.

## **APPLICATION PROCESS**

- 1. Once it has been determined that we have a rental unit that appears to meet your needs, we will schedule an appointment to meet in person at that unit so as to view the interior. Although we understand that schedules are hectic, we would encourage you to bring all adults who intend to live in the unit with you.
- 2. We charge a non-refundable application and reference check screening fee for each person over the age of 18 who intends to reside on the premises. Fees are as listed on our website or rental listing advertisement.
- 3. Each person over the age of 18 will be expected to complete a separate application, provide a separate screening fee and be subjected to a background check, credit report, criminal report and eviction report. These reports are processed online via our property management software so a separate, valid e-mail address for each applicant will be necessary. Payments are made online at our website.
- 4. All line items on the application must be completed so as not to delay the processing of the application. Incomplete applications will not be processed until such time as the balance of information becomes available.
- 5. We will diligently pursue the processing of your application. However, it may take several business days or more for information verification and to allow for return phone calls and other verifications. If we are unable to obtain the required/requested information within five (5) calendar days, your application will be put on hold and we will move on to the next applicant. Once we receive the balance of your required information and the property originally applied for is no longer available, we will discuss whether or not we have another rental available for which you qualify and if that property is acceptable to you. Applicants are ultimately responsible for providing the requested information.
- 6. Once your application has been deemed "Approved", you will be required to pay 50% of one month's rent within 48 hours and complete an "Agreement to Execute Rental Agreement" in order for us to hold the unit for you until your actual move-in date. This amount is conditionally refundable. The balance of all other deposits and fees will be due at time of move-in. We operate on a first-come, first-served basis for applicants meeting the qualification requirements. The amount of these charges will vary from property to property and will be delineated in the rental agreement.

#### **INCOME CRITERIA:**

- 1. Monthly gross household income shall be equal to a minimum of 2.75 times the stated rental amount and must be from a verifiable, legal source. If the Applicant's monthly income falls between 2 times and 2.74 times the stated monthly rent, and you meet the other Criteria, Applicant will be required to pay an additional security deposit equal to one month's rent plus provide an acceptable co-signer.
- 2. Applicant to provide paystubs from their employer for the previous 3 months.
- 3. If applicant will be using local, state or federal housing assistance as a source of income, "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.
- 4. If your source(s) of income cannot be verified for any reason, your application will be denied.

## **EMPLOYMENT CRITERIA:**

- 1. Twelve (12) months of verifiable employment will be required if used as a source to meet income criteria.
- 2. Self-employed applicants will be verified through the state corporation commission, and will be required to submit the last two (2) year's tax returns, both state (Form 40) and federal (Form 1040) versions, for verification review.

# **RENTAL HISTORY CRITERIA:**

- 1. Twenty-four (24) months of verifiable contractual rental history from a current, unrelated, third party landlord, or homeownership, is required. This period is based on the previous twenty-four (24) months from date of application. Less than 24 months of verifiable rental history will require an additional security deposit. You will need to provide two (2) separate landlord references if rental term is less than one year at any given property.
- 2. We will verify homeownership through the county tax assessor. You will also need to provide proof of ownership length by way of deed, bank, title company or other legal documentation establishing your ownership.
- 3. Five (5) years of eviction-free history is required.
- 4. Two (2) or more notices for non-payment of rent within one year will result in denial of the application.
- 5. Two (2) or more NSF's within one year will result in denial of the application.
- 6. Rental history reflecting past due and unpaid rent or damage charges will result in denial of the application.
- 7. Rental history including two (2) or more noise disturbances or any other material non-compliance with the rental agreement or rules within the past to (2) years will result in the denial of your application.

# **CREDIT CRITERIA**

- 1. FICO Credit Score of 650 or higher is required and will be verified by us during the screening process.
- 2. Negative or adverse debt showing on consumer credit report may require additional security deposits or possible denial of the application and is in the sole discretion of the property owner and or manager.
- 3. Two (2) or more unpaid collections (not medical related) will result in denial of the application.
- 4. Bankruptcies and or foreclosures filed within the previous three (3) years from the date of application will be denied.

# INDIVIDUALS CO-SIGNING ON AGREEMENT

- 1. Red Bridge Property Management reserves the sole right to accept or deny the use of a Co-Signer regardless of qualifications.
- 2. Co-Signers will be required to fill out a rental application and go through the screening process.
- 3. Co-Signers must also meet the income criteria indicated above with the additional requirement of verifiable monthly income equal to four and a half (4.5) times the stated rental amount.
- 4. Very good credit (FICO Score of 760 or higher) is required and will be verified during the screening process.
- 5. Co-Signers must be current homeowners and considered full time Oregon residents.

# **CRIMINAL CONVICTION CRITERIA**

Upon receipt of the rental application(s) and screening fee, Owner/Agent will conduct a search of public records to determine whether the applicant or any proposed resident 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 to 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 <u>along with the application</u> 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 © under "Criminal Conviction Review Process" below regarding holding of 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 involving murder, manslaughter, arson, rape, kidnapping, child sex crimes or manufacturing or distribution of a controlled substance.
- 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 landlord's agent, where the date of disposition has occurred in the last seven (7) 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 crimes, where the date of disposition has occurred in the last five (5) years.

- Misdemeanors not listed above involving: theft, criminal trespass, criminal mischief, property crimes or any other crime if d) the conduct for which Applicant was convicted or is charged is of the 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 landlord's agent, where the date of disposition has occurred in the last three (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.

## 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
- 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:
  - a. Letter from parole or probation office;
  - b. Letter from caseworker, therapist, counselor, etc;
  - c. Certifications of treatment/rehab programs;
  - d. Letter from employer, teacher, etc;
  - e. Certification of trainings completed;
  - Proof of employment; and f.
  - g. Statement of the Applicant.

#### Owner/Agent will:

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- a) Consider relevant individualized evidence of mitigating factors, which may include: the facts or circumstances surrounding 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.

#### ADDITIONAL RULES AND POLICIES

- 1. Pets: If the property for which you have applied allows pets, there will be a Pet Policy in effect and there will be an additional \$35.00 per month pet rent plus an additional security deposit based on the size of the animal(s). If you have an emotional support or service animal, you shall provide verifiable proof of the need for this animal from a duly licensed medical professional.
- 2. Smoking: Smoking is not allowed inside the housing at any time. If you do choose to smoke outside of your unit you must keep at least 10 feet away from any windows or doors whether your unit or that of an adjacent resident or neighboring property. This promotes "quiet enjoyment" and respects the rights of others. All of our rentals have a No Smoking Policy, if this is of concern, please ask before submitting an application. There are fines and potential termination for repeated offenses of this policy.
- 3. Marijuana usage: Although legal in Oregon, we will not rent to you if you grow or consume any amount as it is still a federally controlled substance. This includes any medical marijuana card holders.
- 4. Each property has its own set of specific rules by which to abide. Please ask our representative about them.
- 5. Renter's Insurance is required at all of the properties under our management. You must provide proof of coverage before taking possession of the unit and must include a rider for any approved pets you will keep. The policy shall list Red Bridge Property Management as an additional insured or interested party as may be dictated by the insurance company and or current laws. Required minimum liability amounts: \$100,000.00 for apartments - \$300,000 .00 for a single-family home or townhouse. You may also consider higher amounts based on your specific needs and pets.
- 6. Disabled Accessibility: Modifications to the existing premises in order to reasonably accommodate the tenant shall be at the sole expense and responsibility of the disabled person. If modifications are needed or desired, Red Bridge Property Management will require the following:
  - Written proposals detailing the extent of the work to be done including all documents, drawings, specifications and • copies of building permits, licenses and subsequent inspections.
  - Written assurances that all work will be performed and completed in a professional and timely manner;
  - Documentation identifying names, license, insurance and qualifications of the contractors to be used;
  - Provide a performance bond covering the construction labor and materials costs both for the modifications to be done and again to return the premises back to its original or better condition upon tenant leaving the premises. Tenant is responsible to pay monthly rent during the construction and de-construction periods;

- There shall be no encumbrances placed upon the property, the property owner or Red Bridge Property Management as a result of the modification activity. Lien Release copies shall be provided by tenant.
- Written approval of the property owner prior to making any modifications. Such approval will not be unreasonably withheld, however the property owner reserves the right to review and approve all documents indicated above prior to providing this approval.

## PROSPECTIVE TENANT EDUCATION PROGRAM GRADUATE

If you are having trouble meeting the criteria contained herein or have been turned down for rental housing multiple times, we recommend a program known as "Rent Well", which is funded in part by the Portland Housing Bureau with additional information located at the "HousingConnections.org" website.

If an applicant fails to meet any criteria related to credit, evictions, and/or landlord history, and the applicant 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 applicant is sufficient to demonstrate that the applicant will successfully live in the complex or house 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 particular applicant. However, you will still be subject to the additional security deposits listed herein.

## DENIAL POLICY

- 1. If your application is denied due to negative and/or adverse information reported to us, please feel free to contact our office to discuss your application.
- 2. If the information reported is from a credit reporting agency, you have the right to know who and what is being reported and can request a correction from that agency if the information is incorrect.
- 3. If your application has been denied and you still feel that you qualify as a resident under the criteria listed above, you should write to us and explain the reasons why you believe your application should be reevaluated and to request that we review your file again. We will perform this review within 7 business days from the date we receive the letter and will notify you of the outcome via USPS first class mail.