



## TEMPLETON RENTAL SCREENING CRITERIA

Portland, Oregon

**STATEMENT OF POLICY:** Templeton provides rental housing to qualified residents without regard to race color, gender, religion, disability, familial status, national origin, marital status, source of income, sexual orientation, age, gender identity, military/ veteran status or any other classes protected under applicable federal, state, or local laws. All housing is provided within the guidelines established by federal, state, and local laws regulating the multifamily housing industry.

### I. OCCUPANCY POLICY

- 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 fire exit into account.)
- The general rule is two persons are allowed per bedroom. Owner/Agent may adopt a more a more liberal occupancy standard based on factors such as size and configuration of the unit, size and configuration of the bedroom, and whether any occupants will be infants.

### II. APPLICATION PROCESS

- Review the Rental Screening Criteria and select your rental unit.
- Complete the application on the designated form.
- Pay the applicable non-refundable applicant screening charge (Primary Applicant and all financially-responsible applicants only).
- Be prepared to wait a minimum of 72 hours for the application verification process. The Open Application Period for each unit is listed along with the availability date.
- Any application received prior to the start of the Open Application Period will be recorded as being received 8 hours after the start of Open Application Period. Priority is given to applications submitted on or after 9:00am at the start of the Open Application Period.
- Accessible Dwelling Units (ADU) have been identified. Applicants who apply for an ADU and also identify as Mobility Disabled on the application will be given top priority for the ADU.
- If the application is approved, applicant will be required to pay a portion of the required deposit, known as Holding Deposit, and will sign an Agreement to Execute Rental Agreement with 48 hours. If the Applicant fails to execute a Rental Agreement, they will forfeit the Holding Deposit.
- If a housing choice voucher is used: (i) the inspection by the housing authority must be completed in a timely manner, which depends on the type and location of the property; (ii) only those repairs required under state law will be made by the landlord; and (iii) the stated monthly rent will not be reduced if it exceeds what the housing authority considers Fair Market Rent.
- All applications are marked with the date and time of receipt and processed in order of receipt, in accordance with the Open Application Period guideline. Applicant may request a record of the date and time the completed application was received.
- Within 2 weeks after the applicant screening and evaluation has been completed, the applicant will be provided with a written communication of acceptance, conditional acceptance or denial.

### III. GENERAL REQUIREMENTS

- We accept valid government-issued photo identification, regardless of expiration date, including evidence of social security number (SSN card), permanent resident card, immigrant visa, individual taxpayer identification number (ITIN), and non-immigrant visa, required as necessary to adequately screen for criminal and credit. Applicants have the option to provide their SSN and will not be rejected as incomplete if the applicant does not provide an SSN. However, if we are unable to obtain sufficient credit information, we will be unable to approve your application.
- Applicants must be eighteen (18) years of age or older.
- Each applicant will be required to qualify individually or as per specific criteria areas.

#### IV. APPLICATION DENIAL GUIDELINES

Applications may not be processed or may be refused if:

- Application is materially incomplete;
- Applicant fails to include information concerning an Applicant's identification or income;
- Applicant has intentionally withheld or misrepresented required information;
- Application is found to contain inaccurate, incomplete, or falsified information;
- Any applicant is currently using illegal drugs. If approved for tenancy and later illegal drug use is confirmed, termination shall result;
- Tenancy by any individual in the household may constitute a direct threat to the health and safety of any individual, the premises, or the property of others;
- An Applicant has repeated and verifiable violations of a rental agreement within 365 days of the application submission date.

#### V. INCOME REQUIREMENTS

- Gross monthly income for all leaseholders is combined and entered into the credit-scoring model for each application. All legal verifiable income will be considered cumulative and will include, but not be limited to wages, rent assistance (non-government only), and monetary public benefits.
- Total monthly income should be equal to or greater than two (2) times the portion of the stated monthly rent that will be paid by all residents of the rental unit. If there is no local, state, or federal housing assistance, this equals the stated monthly rent. If there is local, state or federal housing assistance, this equals the residents' portion of the monthly stated rent.
- If employment income is used, two (2) most recent paycheck stubs (or 30 days' worth) will be required, along with twelve (12) months of verifiable employment. Less than 12 months verifiable employment will require an additional security deposit or acceptable co-signer.
- 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.
- Applicants who fail to income qualify may be required to pay an additional security deposit in the amount of half a month's rent. The total security deposit may not exceed one and one-half times the month's rent.
- Guarantor provisions are available for financially responsible applicants who do not qualify under the rent-to-income criteria. Guarantors cannot be required to have income more than three times the monthly rent amount or exceed the term of the rental agreement.
- Applicants who are receiving income from a friend or relative must provide a notarized letter from the source outlining a monthly amount and an expiration date showing when the cash flow will end.

#### VI. RENTAL HISTORY & TENANCY CRITERIA

- Each applicant must have a verifiable current and previous address(es) and must have a satisfactory, unbiased rental reference from their current and /or previous landlords for the past twelve (12) months. Less than 12 months verifiable rental history will require an additional security deposit or acceptable co-signer.
- If applicant has no rental history, and is a current homeowner, all mortgage payments must be current, and applicant must not be in default of any mortgage payment obligation.
- Applicants must have an eviction-free rental history for the prior three (3) years. We will not consider any eviction action that was dismissed or resulted in a judgement in favor of the applicant.
- Applicants may be denied if correct verifiable references are not provided or if unfavorable information is obtained from prior landlords, which may include, but not be limited to,
  - rental history of delinquent payments;
  - history of non-payment of rent;
  - history of violating rental agreements;
  - three or more dishonored checks;
  - past due and unpaid balances to a landlord;
  - three or more noise disturbances;
  - any other material non-compliance with the rental agreement or rules within the past two years.

- Applicants may be denied if they make any derogatory or offensive comments, and/or act in a threatening, combative, intoxicated, or disorderly manner, during any phase of the inspection, meeting, or application process.
- Any applicant currently using illegal drugs will be denied, and if approved for tenancy and later illegal drug use is confirmed, eviction shall result.
- Any individual whose tenancy may constitute a direct threat to the health and safety of any individual, the complex, or the property of others, will be denied tenancy.

#### VII. SCREENING GUIDELINES

- All applications are submitted to a third-party rental applicant screening company and are evaluated based on a rental scoring system, which is based on real data and statistical data such as payment history, quantity and type of accounts, outstanding debt, and age of accounts. Every applicant is treated objectively and every application is scored statistically in exactly the same manner. Based on the results of the screening process, the screening company will recommend one of the following:
  - *Accepted.* The applicant will be accepted with the standard deposit.
  - *Accepted with Conditions.* Depending on negative or adverse debt, the applicant may be given the option to add a guarantor.
  - *Denied.* The application will not be accepted, but the applicant will have the option to provide a co-signer. The applicant will be provided with contact information for the screening company that provided the consumer information.
- A credit report will be secured and evaluated for all leaseholders. Bankruptcy is permitted if cleared.
- The Primary Applicant is considered financially-responsible and must complete the employment section of the application and pay the application fee. They will be screened for financial responsibility in addition to all other screening criteria.
- All other applicants (Roommates) have the option to decline financial responsibility. These applicants are not required to complete the employment section of the application and are not required to pay the application fee. They will not be screened for financial responsibility but will be screened for all other rental criteria. If the other applicant's income is required to qualify, they will be required to pay the application fee and will be screened for income.
- If the financially responsible (Primary) Applicant is approved but the non-financially responsible applicant (Roommate) is denied, we may not deny the household entirely, but must accept the qualifying financially responsible Primary Applicant without the disqualified Roommate.

#### VIII. CREDIT REQUIREMENTS

- Favorable credit will be required and a credit report is requested for all financially responsible applicants. This report is reviewed by weighing current accounts, delinquent accounts, collection accounts, bankruptcies, liens, judgments, public records and any other outstanding balances.
- Any open bankruptcy will result in the denial of the application.
- Any recorded judgments, collections, or outstanding delinquencies pertaining to payment of rent or other amounts due a Landlord may result in the denial of the application.
- Unpaid collections to a utility company (electric, gas, water, sewer, garbage) that services the property may result in denial of the application.

#### IX. CRIMINAL RECORDS CRITERIA

Upon receipt of the application and screening charge, Landlord/Agent will conduct a search of public records to determine whether the applicant or any person living with applicant has a "conviction" (which means a conviction, a guilty plea, or a no contest plea). A conviction concerning any of the crimes listed below within the time limits listed, subject to an individualized assessment as described in the section below, shall be grounds for denial of the application. This public records search is done to determine if renting to this applicant would adversely affect the property of a Tenant or Landlord, or the health, safety, or peaceful enjoyment of the premises of Tenants or the Landlord/Agent. Crimes that were dismissed, expunged, voided or invalidated determined or adjudicated through the juvenile justice system, as well as when Applicant is participating or has completed diversion or deferral of judgment program or for crimes no longer illegal in Oregon will not be considered.

- Any felony involving violence, murder, manslaughter, rape, sex crimes, manufacture or distribution of a controlled substance, drug crimes, kidnapping, burglary, robbery, arson, reckless burning, or other person crimes, property crimes, or weapons crimes: Seven (7) years from the date of disposition.
- Any misdemeanor involving violence, sex crimes, theft, arson, reckless burning, or other person crimes, property crimes, or weapons crimes: Three (3) years from the date of disposition. Crimes that were dismissed, expunged, voided or invalidated determined or adjudicated through the juvenile justice system, as well as when Applicant is participating or has completed diversion or deferral of judgment program or for crimes no longer illegal in Oregon will not be considered.
- If applicant has a conviction that would result in the denial of their application, they may submit additional documentation with their application reasonably acceptable to Landlord/Agent so an individualized assessment can be performed. Documentation may include, but is not limited to, certifications from treatment programs or a letter from a caseworker, counselor, parole or probation officer. Landlord/Agent will review the documentation and consider relevant mitigating information such as the facts and circumstances of the criminal conduct, the age of the applicant at the time the conduct occurred, evidence that the applicant has maintained good rental history before and/or after the conviction or conduct, evidence of rehabilitation efforts, and criminal convictions prior to and/or after the particular conviction being reviewed. Landlord/Agent's review of the documentation does not guarantee that the application will be approved. Landlord/Agent will not hold the rental unit for applicant unless applicant provides the documentation prior to Landlord/Agent receiving an application from another applicant for the same unit.
- No one should rely upon criminal background screening for an assurance of safety.

**X. VIII. INDIVIDUALIZED ASSESSMENT AND DENIAL POLICY**

Owner/Agent will engage in an individualized assessment of the applicant or other proposed occupants' convictions if applicant has satisfied all other criteria (the denial was based solely on one or more convictions). Applicants have up to 30 days to appeal denied applications and will be provided with an opportunity to correct, refute, or explain negative information forming the basis for the denial. Applicants are also prequalified for any rental opportunities at Templeton properties for three months following the approval date and all screening fees are waived for three months following the approved appeal. Applicants under these circumstances will be required to certify in writing that no conditions have materially changed from those described in Templeton's approved application.

- If an applicant is conditionally approved due to failure to income qualify, we will communicate conditional approved, and indicate a need for guarantor or additional security in writing. Applicant will have 48 hours to accept or decline conditions for approval.
- Applicants may provide supplemental evidence to mitigate potentially negative screening results.
- An individual assessment must be conducted before issuing a denial to any applicant. All supplemental evidence supplied with a completed application must be considered.
- If unfavorable information is received on your background investigation and does not meet our Rental Screening Criteria, you will receive notification and at this time you may:
  - Contact the company that supplied the information to discuss your application.
  - Contact the credit-reporting agency to identify what is reporting unfavorable information.
  - Correct any incorrect information through the credit-reporting agency as per their policy.
  - Request the credit-reporting agency to submit a corrected credit check to the appropriate Screening Company.
  - Provide Landlord with supplemental evidence/documentation so that an individualized assessment can be performed.
  - Upon receipt of corrected and satisfactory information, your application will be re-evaluated for the next available unit.
- Be advised that incomplete, inaccurate, intentionally withheld or misrepresented or falsified information or current use of illegal drugs are grounds for denial of this application. Any applicant whose tenancy may constitute a direct threat to the health and safety of the property, the property of others, other residents, staff, guests or invitees will be denied tenancy. If your application has been denied and you feel you qualify as a resident under the criteria set out above, you should do the following:
  - Send a letter to our office: Templeton Property Management, 1640 NW Irving St., Portland, OR 97209.
  - In the letter explain the reasons you believe your application should be approved and request an additional review of your file. Within two (2) weeks of receipt of your letter, your application file will be reviewed and you will be notified of the outcome of the review.

**XI. TENANCY GUIDELINES**

- **Required Renters Insurance:** Tenant is required to obtain, at their sole expense, a Renters Insurance Policy with a minimum of \$100,000.00 in liability coverage naming Landlord as an interested party and must maintain coverage during their entire tenancy. The policy may be issued by any company of the Tenant's choosing, provided the carrier is licensed to conduct business in the state where the Premises is located. Insurance coverage cannot be mandated if: a) the tenant's household income is equal to or is less than 50% of the area median income; or b) if the dwelling unit is publicly subsidized housing (does not include housing authority vouchers – Section 8). Personal property coverage is not required, but it is advisable as Landlord does not insure Tenant's personal property.
- **Rent paid in full each month in advance.** Rent is due and payable on the first day of each month. Rent received after the Grace Period shall be considered late and tenant may be charged a Late Fee.
- **Other fees** that may be charged during tenancy include: Returned Item Fee, Garage/Storage Late Fee, Non-Compliance Fee (for late payment of Utilities); Failure to Clean Up Garbage or Rubbish From the Premises (other than the dwelling unit) and/or Common Areas Fee; Failure to Clean Up Pet (including service/assistance/companion animal) Waste From the Premises (other than the dwelling unit) and/or Common Areas Fee; Unauthorized Pet Fee; Smoking In a Posted Non-smoking Area Fee; Parking Violations or Improper Use of a Vehicle Within the Premises Fee; Smoke and/or Carbon Monoxide Detector/Alarm Tampering Fee; Lease Break Fee.
- **Applicant Screening Charge:** Primary Applicants and all other financially responsible applicants will be required to pay an application fee, not to exceed the amount paid by the Landlord/Agent. Landlord/Agent may obtain for financially responsible applicants, a consumer credit report and/or an Investigative Consumer Report which may include the checking of the applicant's credit, income, employment, rental history, criminal court records and may include information as to his/her character, general reputation, personal characteristics, and mode of living. Applicants who will not be financially responsible will not be screened for credit or income. 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 Landlord/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. Applicant may provide supplemental evidence to mitigate potentially negative results per Portland's Fair Access in renting Ordinance. The name and address of the screening company is available upon request.
- **Security Deposit.** Applicants are required to pay a Security Deposit, ranging from \$500.00 to one month's rent; Additional Security Deposit, if required may range up to one-half month's rent. The total Security Deposit may not exceed one and one-half times the stated monthly rent.
- **Holding Deposit.** If the Application to Rent is approved, Applicant will have 48 hours from the time of notification to either execute a Residential 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 Applicants fail to occupy the unit. If Applicants fail to timely take the steps required above, they will be deemed to have refused the apartment and the next application for the unit will be processed.
- **No Smoking.** This property is smoke-free housing. Please inquire for policy details.
- **Application Date.** Applications will be digitally or manually recorded with the date and time received and will be screened per the FAIR Ordinance. Upon request from the applicant, a receipt will be sent within five (5) business days indicating the date and time received.
- **Attached Documents.** Statement of Applicant Rights and Responsibilities Notice, Right to Request a Modification or Accommodation Notice.

Applicant hereby certifies that the information above is true and correct and Applicant's signature below authorizes Landlord/Agent to do a credit check and make any inquiries deemed necessary to evaluate the application for tenancy and credit standing. Applicant understands and accepts that any information provided that is incomplete, inaccurate, intentionally withheld or misrepresented or falsified is grounds for denial of the application. If any information supplied on this application is later found to be false, this is grounds for termination of tenancy. Applicants have 30 days to appeal denied applications with the opportunity to correct, refute or explain negative information forming the basis for the denial. Applicants are prequalified for any rental opportunities at Landlord's properties for three (3) months following the approval date and all screening fees are waived for three months following the approved request.