

## AFFINITY PROPERTY MANAGEMENT, LLC RENTAL CRITERIA FOR RESIDENCY 2.5

Thank you for your interest in our community. Affinity Property Management, LLC is an Equal Housing Opportunity provider. We do not discriminate against any person based on race, color, religion, sex, national origin, familial status, disability, or any other protected class status. We also process all applications in a fair, lawful and consistent manner. Please sign or accept this form online (a) only after you have read through the following criteria, and (b) before submitting an application for residency.

**RESERVATION DEPOSITS:** Owner/Agent will require Applicant(s) to sign an Agreement to Execute Rental, and pay a reservation deposit, if Applicants will not sign and enter into a Rental Agreement within 72 hours following

Owner's/Agent's notice to Applicant(s) that the applications have been approved. Any reservation deposit will not be refunded, if Applicant fails to execute a Rental Agreement and take possession of the property, except as otherwise provided by law.

**APPLICATION PROCESS:** Select your desired property, complete the application and pay your non-refundable application screening charge. Your application will take approximately 5 business days to process, but may take longer if the provided information is difficult to verify, or there are unanticipated delays. An incomplete application may not be processed. Applicants are encouraged to submit supplemental evidence that may influence application processing at the time of submission. During the screening process, we may use a tenant screening company, credit reports, public records or criminal records, and we may contact employers, landlords or other references. We may verify your income and your references provided in your application.

**APPROVAL POLICY:** If Applicant(s) are fully approved, then standard deposits and/or fees will apply. If Applicant(s) are approved with conditions, then Applicants are given the option to avoid a denial by providing a local co-signer (a guarantor), who must also qualify via application.

**DENIAL POLICY:** Applicants then have the right to correct, refute or explain the accuracy of any information provided to the Owner/Agent by a screening service or credit reporting agency within 30 days following the denial of an application. An appeal request may be submitted to the landlord with any additional supplemental evidence that would mitigate the factors that contributed to the denial. If the application is denied due to unfavorable information received during the screening process, Applicants may contact also the screening company that processed the application.

**OCCUPANCY POLICY:** Occupancy is based on the number of bedrooms in a unit. A bedroom is defined as a space within the premises that is 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. Two persons are allowed per bedroom, plus one additional occupant, if required by applicable law. Exceptions may be made to this policy, if the law so requires.

**APPLICANTS:** Each applicant will be required to qualify individually or as per specific criteria areas. Unless contrary to applicable law, Applicants must be one of the following, and must be received from any and all of the following: (a) at least 18 years of age, (b) married, (c) emancipated, or (d) (in Oregon) a minor possessing the right to contract for necessities, as set forth in ORS 109.697.

**IDENTIFICATION:** Each applicant will be required to submit a form of identification. Acceptable forms of picture identification may include: state-issued drivers' license, identification card, a passport, a visa, a Tribal ID or other non governmental identification that would permit a reasonable verification of identity. Acceptable forms of positive identification, other than picture ID, include evidence of a social security card, individual tax payer identification number, visa or legal alien documentation. Non-US citizens must show proof of legal status, student verification, VISA's or immigration documents. The information set forth in such identification will be inserted in the application and will be used to complete the screening process.

**SCREENING CHARGE:** A non-refundable screening charge must be paid with each application. Please make payment payable to the property you are applying for. No cash will be accepted. This charge is non-refundable, unless the Owner/Agent does not perform the screening.

**COMPLETENESS:** Each Applicant must submit an application. Incomplete, inaccurate or falsified information will be grounds for denying your application. If we later discover that you submitted substantially false information regarding a criminal conviction, after you become our tenant, we may terminate your tenancy.

**SCREENING CRITERIA:** All applications are submitted to Screening Works, a third-party rental applicant screening company. All applications are evaluated based on a rental scoring system. Rental scoring is based on real data and statistic statistical data such as payment history, quantity and type of accounts, outstanding debt, and age of accounts. Every applicant is treated objectively because each application is scored statistically in exactly the same manner.

The rental scoring system will compare your application to Screening Works database, and by evaluating those statistics and real data in accordance with pre-established criteria set by Owner/Agent, Screening Works will recommend one of the following:

**Accepted.** The applicant will be accepted with the standard deposits.

**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 third-party screening company that provided the consumer information.

**Credit Analysis:** A credit report will be secured and evaluated for all leaseholders. Bankruptcy is permitted if cleared.

**Income:** Gross annual income for all leaseholders is combined and entered into the credit-scoring model for each applicant. All legal verifiable income will be considered. Individuals will meet a minimum monthly income of 2 times the monthly rental amount if the rent amount is at or above the 80% MFI published by the Portland Housing Bureau or 2.5 times the monthly rental amount if the rent amount is below the 80% MFI published by the Portland Housing Bureau. Guarantors, if required, will meet a minimum monthly income of 3.0 times the monthly rental amount. Income must be verified by the following or any reasonable written form of 3rd party income verification:

**Pay Stubs:** 30 days' worth of income with at least the two most recent stubs. Consecutive stubs allow us to verify the consistency of the income verified to ensure that we are not basing the annual figure on a "sign on" bonus or similar.

**Bank Statements:** Most recent statements showing balances on each of the statements of at least a 12 month lease term of the predetermined minimum factor of gross monthly rent. • Example: With a rent of \$900 and a required factor of 2.5, the required balance on each statement should be \$32,400 ( $\$900 \times 2.5 = \$2,700 \times 12$ ).

**Offer Letter:** May be used if dated within the last 30 days and is signed by the employer making the offer. Emailed offer letters will not be acceptable as no signature will be available and alteration of such emails is possible.

**Income from the offer letter that can be considered toward the require factors are:**

- Base Salary
- 80% of a bonus "potential"
- Mileage allowances that are a predetermined figure
- One time moving expenses, "sign on" bonuses, etc. will not be considered as income as they are not a form of "steady" income.

Government Funding (pension, disability, unemployment, social security, federal or state rent subsidy payments, etc.). Government funding may be considered as income as long as there is proof that it will be available for at least the next 12 months.

**Tax Returns:** Tax Returns may be used as long as the applicant is self-employed and it is for the most recent tax season. Furthermore, four months of current bank deposits must be supplied to determine an average flow of gross income.

**Exceptions and Additions:**

- Prospects who are receiving income from a friend or a relative must provide a notarized letter from the source outlining a monthly amount and an expiration date showing when the cash flow will end.
- Corporations or employers that will pay for apartments must provide a letter of responsibility and fill in a separate corporate application.

### **RENTAL HOME/OWNERSHIP REQUIREMENTS**

- Each Applicant must have a verifiable current and previous address(es) and must have a satisfactory, unbiased rental reference from their current and previous landlords for the past two (2) years.
- All mortgage payments must be current, and Applicants must not be in default of any mortgage payment obligation.
- If Applicant has resided in premises that were not governed by a landlord/tenant relationship, and applicant lacks any rental history, then applicant must provide sufficient proof that applicant would be a good tenant, and pass all other screening criteria.
- All section 8 Applicants must agree in writing, allowing any applicable housing authority to release the contents of, and information pertaining to, Applicant's housing file and rental history.

## **AN APPLICATION MAY BE FURTHER BE DENIED FOR ONE OR MORE OF THE FOLLOWING REASONS**

- A general judgment of restitution (i.e., an eviction) that is less than five (5) years old.
- A pending eviction action that has not yet resulted in a dismissal or judgement in favor of the Applicant, at the time the application is submitted.
- A past due balance and/or unpaid rent owing to a previous landlord that is less than five (5) years old.
- Applicant has submitted two (2) or more NSF checks within the last year. • Poor rental history. • More than two (2) 72 hour notices within the last year.
- Noise or other disturbance complaints at prior property(ies).
- The prior landlord would not re-rent to Applicant.
- The Applicant has an undisclosed or unpermitted pet. • Unpaid utility bills or collection accounts.
- An unpaid debt (including, without limitation, an outstanding judgment debt) owing to a prior landlord.
- Open bankruptcies and recent charge offs for \$1,500 or more.
- Insufficient income history or employment history.
- Unfavorable information for any individual applicant may result in the denial of all applications for the household.
- Information that cannot be verified from unbiased sources, as provided by the Applicant.
- Incomplete, inaccurate or falsified information. (Note: Information subsequently discovered to be inaccurate and/or fraudulent will be grounds for termination and/or eviction.)
- Applicant(s) 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. 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.

## **CRIMINAL SCREENING CRITERIA AND DENIALS**

In addition to, and not in lieu of, all other criteria and bases for denials contained within this document, the following comments set forth our criminal screening criteria and bases for denial (based upon criminal history).

We, or our agent(s), will review each application and search public records in order to determine whether any applicant has charges pending for, been convicted of, any crime. If any pending charges or convictions are revealed and/or discovered, then the following criteria shall apply. However, all non-criminal criteria are applied first and take precedent over criminal criteria.

Accordingly, if a denial arises out of Applicant's non-criminal and criminal history, the non-criminal history shall be deemed as having taken precedence over the criminal history, for the purpose of the denial.

**PENDING CHARGES (WHICH HAVE NOT BEEN DISMISSED):** We will consider the nature and severity of conduct underlying charging history, if the pending charge is for conduct that is: (a) a drug-related crime; (b) a person crime; (c) a sex offense; (d) a crime involving financial fraud, including identity theft and forgery; or (e) any other crime if the conduct for which the applicant was convicted or charged is of a nature that would adversely affect: (i) property of the landlord or a tenant; or (ii) The health, safety or right to peaceful enjoyment of the premises of residents, the landlord or the landlord's agent.

**CONVICTIONS:** In addition to any other consideration(s) of any other crime(s) set forth herein, and consistent with these criteria, we will consider convictions (including, without limitation, those arising out of a guilty finding, a guilty plea and/or a no contest plea), if the conviction(s) is/are for any conduct that is (a) a drug-related crime; (b) a person crime; (c) a sex offense; (d) a crime involving financial fraud, including identity theft and forgery; or (e) any other crime if the conduct for which the applicant was convicted or charged is of a nature that would adversely affect: (i) property of the landlord or a tenant; or (ii) The health, safety or right to peaceful enjoyment of the premises of residents, the landlord or the landlord's agent.

**DENIALS:** Subject to any exceptions set forth below, an application may be denied if the Applicant has been convicted of, plead guilty to, plead no contest to, or has a pending charge for, any of the following crimes and/or conduct:

**Sex Offenders:** An application may be denied, if a felony conviction requires(ed) Applicant to register for life as a sex offender.

**Felonies:** The following felony convictions shall constitute bases for denial: Murder, manslaughter, arson, rape, kidnapping, child sex crimes, manufacturing or distribution of a controlled substance.

**Mitigating Factors:** The felony convictions described in the preceding paragraph may be ignored (i.e., may not constitute a basis for denial), if Applicant provides acceptable proof that Applicant has (a) been released from incarceration, (b) completed probation, (c) completed of parole, and (d) has not committed any crimes for a period of no less than ten years following the latter of Applicant's (i) release from incarceration; (ii) completion of probation; and/or (iii) completion of parole.

**Other Felonies:** The following felony convictions shall constitute bases for denial: Felonies which (a) are not listed in the paragraph entitled, "Felonies" (above), and (b) are/were drug-related crimes, person crimes, sex offenses, crimes involving financial fraud (including, without limitation, identity theft and forgery), or any other crime based in whole or part upon conduct 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.

**Mitigating Factors:** The felony convictions described in the preceding paragraph may be ignored (i.e., may not constitute a basis for denial), if Applicant provides us with acceptable proof that Applicant has (a) been released from incarceration, (b) completed probation, (c) completed of parole, and (d) has not committed any crimes for a period of no less than seven years following the latter of Applicant's (i) release from incarceration; (ii) completion of probation; and/or (iii) completion of parole.

**Misdemeanors:** The following misdemeanor convictions shall constitute bases for denial: Drug-related crimes, person crimes, sex offenses, crimes involving financial fraud (including, without limitation, identity theft and forgery), or any other crime based in whole or part upon conduct 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 shall all constitute basis for denial. More specifically, but without limitation, the following misdemeanor convictions shall (also) constitute basis for denial: illegal possession of any weapons, violation of a restraining order, criminal impersonation, theft, criminal trespass, criminal mischief, stalking, possession of burglary tools, and/or financial fraud. ☒

**Mitigating Factors:** The misdemeanor convictions described in the preceding paragraph may be ignored (i.e., may not constitute a basis for denial), if Applicant provides us with acceptable proof that Applicant has (a) been released from incarceration, (b) completed probation(c) completed of parole, and (d) has not committed any crimes for a period of no less than five years following the latter of Applicant's (i) release from incarceration; (ii) completion of probation; and/or (iii) completion of parole.

**MULTIPLE CONVICTIONS:** We will add together (consecutively) the relevant, above-described, five, seven and ten year periods, when considering exceptions to crimes, if/when there are multiple convictions, guilty pleas, or no contest pleas.

**EXPUNGEMENTS:** We will not consider expunged records.

**EXPLANATIONS:** Applicant may provide supplemental evidence explaining any mitigating circumstances and provide evidence of rehabilitation, and we may consider the same, if Applicant's application is denied based upon Applicant's criminal history. ☒

**RENTERS LIABILITY INSURANCE:** Renter's Liability Insurance Is Required. (a) Landlord will require Tenant(s) to obtain and maintain renter's liability insurance in the written rental agreement, and (b) Landlord will require Applicant to provide documentation of renter's liability insurance coverage before the tenancy begins. The amount of coverage will be \$\_\_\_\_\_ (\$100,000.00, if left blank) per occurrence.

If your application has been denied and you feel that you qualify as a resident under the criteria set out above, you should write to the following management company:

Affinity Property Management, LLC.

1303 SW 16th Avenue

Portland, OR 97201

In the letter explain the reasons you believe your application should be approved and request a review of your file. Please attach a copy of the denial letter you received. Within ten (10) working days of receipt of your letter, your application file will be reviewed, and you will be notified of the outcome of the review.

Applicant has received and read this document, prior to submitting Applicant's application

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Applicant Signature

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Date

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Guarantor Signature

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Date