

Application Screening Criteria

(revised January 3, 2024)

There is a \$65.00 application charge for each Financially Responsible Applicant. Application fees must be paid online or in our office with Certified Funds. Check and cash are not accepted.

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 square feet and is configured so as to take the need for a fire exit into account). The general rule is two persons 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. Photo identification is required in order for Owner/Agent to adequately screen for criminal and/or credit history will be required. A Landlord must accept any of the following, or a combination thereof, to verify the name, date of birth, and photo of the Applicant:
 - a. Evidence of Social Security Number (SSN Card);
 - b. Valid Permanent Resident Alien Registration Receipt Card;
 - c. Immigrant Visa;
 - d. Individual Tax Payer Identification Number (ITIN);
 - e. Non-immigrant visa;
 - f. Any government-issued identification regardless of expiration date; or
 - g. Any non-governmental identification or combination of identifications that would permit a reasonable verification of identity.
2. Each set of applications will be required to qualify as a household.
3. Inaccurate, incomplete or falsified information will be grounds for denial of the application.
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. Supplemental evidence may be submitted to mitigate potentially negative screening results.

INCOME CRITERIA

1. Monthly income must be equal to two (2) times stated rent*. If applicant's monthly income does not meet the minimum income requirements, applicant will be required to provide acceptable co-signer(s) and/or current bank statement with balance of 6x the stated rent plus additional security deposit.
2. *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.
3. Twelve months of verifiable employment will be required if used as a source of income. Less than 12 months verifiable employment will require an additional security deposit or acceptable co-signer.
4. 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.

RENTAL HISTORY CRITERIA

1. Twelve months of verifiable contractual rental history from unrelated, third-party landlord, or home ownership, is required within the last twenty-four (24) months. Less than twelve months verifiable rental history will require an additional security deposit or acceptable co-signer(s).
2. Three or more notices for nonpayment of rent within the last twelve (12) months will result in denial of the application.
3. Three or more dishonored checks within the last twelve (12) months will result in denial of the application.
4. Rental history reflecting any past due and unpaid balances to a landlord 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 twenty-four (24) months will result in denial.

EVICITION HISTORY CRITERIA

Five (5) years of eviction-free history is required. Eviction actions that were dismissed or resulted in a judgment for the applicant will not be considered.

CREDIT CRITERIA

1. Negative or adverse debt showing on consumer credit report will require additional security deposit or acceptable co-signer(s).
2. Five or more unpaid collections (not related to medical expenses or student loans) will result in denial of the application.

CRIMINAL CONVICTION CRITERIA

Upon receipt of the Rental Application and screening fee, Owner/Agent 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), 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 of 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 along with the application 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 (c) under "Criminal Conviction Review Process" below regarding holding 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 the landlord's agent, where the date of disposition has occurred in the last 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 fraud crimes, where the date of disposition has occurred in the last 5 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, 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
2. 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:

- i. Letter from parole or probation office;
- ii. Letter from caseworker, therapist, counselor, etc.;
- iii. Certifications of treatments/rehab programs;
- iv. Letter from employer, teacher, etc.
- v. Certification of trainings completed;
- vi. Proof of employment; and
- vii. Statement of the applicant.

Owner/Agent will:

- a) Consider relevant individualized evidence of mitigating factors, which may include: the facts or circumstances surrounding the criminal conduct; the age of the convicted person at the time of the conduct; time since 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 (30) days after receipt of all required information. \$250 fine if a Housing Provider fails to comply with applicants right to a refund in the event unit is filled before screening, or if the screening was never conducted or ordered before the applicant withdraws the application in writing.

If you require a reasonable accommodations request to any of our policies as outlined, please visit www.tindellco.com/how-to-apply/ and complete the 'Request for Reasonable Accommodation/Request' form and/or supplemental documentation.

Tindell & Co takes pride in screening all applicants equally in accordance with the Federal Fair Housing Act.

Applications are accepted on-line or in-person. Applications received prior to the Open Application period will be recorded as being received eight (8) hours after the start of the Open Application period. Completed applications must include all information as outlined in this policy, and are processed on a first-come, first-serve basis (with the exception of Accessible Dwelling Units). Processing occurs on regular working days and applications are time stamped upon receipt. We accept the first qualified household with fully completed application(s).

If your application is approved, a security deposit is required to be submitted within forty-eight (48) hours. Upon receipt, first month's rent and a fully executed lease agreement are required to be submitted within five (5) business days, unless otherwise stated. If these three (3) items are not received and/or you fail to take possession of the premises as agreed, you will forfeit all monies paid. The security deposit and first month's rent must be paid in certified funds (money order or cashier's check), thereafter, until and unless instructed to the contrary, online payments and personal checks are accepted. Cash is never accepted by Tindell & Co.

Non-compliance Fees:

- Late Fee: up to 5% of the monthly stated rental rate when rent is not received by the 5th day of the month.
- \$35 Dishonored Payment Fee, for payment returned by your financial/banking institution.
- \$50 Rule Violation Fee, when a 2nd offense is issued.
- \$50+5% of one month's rent Rule Violation Fee, when a 3rd offense notice is issued within a twelve (12) month period.
- \$50 Illegal/Unauthorized Dumping Fee, plus any actual charge levied by the hauler to dispose of the items.
- \$50 Pet Violation, as defined by the pet agreement, plus any actual damage caused by the animal.
- \$ 50 for non-compliance fee relate
- Smoke Detector/Carbon Monoxide Tampering or Removal: Up to \$250, per state law, plus the cost to replace detector or batteries.

Lease Break Fee: Up to or equal to one and a half times the stated rent if you terminate your lease agreement prior to the lease end date.

Roommate Change Fee: Up to \$250.00 will be charged to tenants who wish to terminate a current lease agreement and initiate a new lease with added or removed parties to the agreement. At least one tenant from original executed lease needs to stay on lease for any following rental terms and qualify with income documentation. Incoming tenants must apply and pass applicable screening criteria. If none of the original tenants are to remain on the property, possession needs to be returned. Each occurrence fees apply.

Please note you will be charged the prevailing maintenance rate if you request assistance for a lock change, lock out, lost key, if you or your pet cause damage while residing in the unit, or if you miss an appointment with a scheduled vendor.

The lease will specify any utilities contracted by the Landlord and how applicable utilities may be billed back to you. **If you are late paying any utility bill back, a \$10 late fee or a 10% late charge, whichever is greater (but not to exceed \$50 per occurrence) will be added to your account.** If you have any questions about how the utilities are calculated, please do not hesitate to ask.

Renters are required to provide renters insurance with limits no less than \$100,000 per occurrence. Tindell & Co will not require a tenant to obtain or maintain renter's liability insurance if the household income of the tenant is equal to or less than 50 percent of the area median income, adjusted for family size as measured up to a five-person family, as determined by the Oregon Housing Stability Council based on information from the United States Department of Housing and Urban Development. Tindell & Co will not require a tenant to obtain or maintain renter's liability insurance if the dwelling unit of the tenant has been subsidized with public funds.

By applying for any of Tindell & Co's Properties, I have read and understand the Application Screening information listed above and have also received the Denial Policy. I hereby give permission to Tindell & Co. Real Estate and Property Management to obtain information from any third-party source and authorize full release of any and all as requested by Tindell & Co.

DENIAL POLICY

Pursuant to ORS 90.295(4) and 15 USC 1681 the following disclosures are made:

The consumer reporting agency who provided the investigative consumer report is:

**Pacific Screening
PO Box 25582
Portland, OR 97298
Phone (800) 707-1941**

The credit report included in the investigative consumer report was obtained from Trans Union Consumer Relations, www.transunion.com/myoptions; PO Box 1000, Chester, PA 19022. Phone: (800) 888-4213. This consumer-reporting agency identified took no part in making the adverse decision regarding your rental application, nor can explain it.

You have the right to obtain a free copy of your consumer report (credit report) from the consumer-reporting agency above. You must request the copy within 60 days of the date you receive this letter. You may also obtain your credit report from www.annualcreditreport.com.

You may dispute the accuracy of the report, and inaccurate or incomplete, you may call the consumer reporting agency at its number listed above, or write to it at the listed address.

If you dispute any of the information in your report, you have the right to put into your report a consumer statement of up to 100 words explaining your position on the item under dispute. Trained personnel are available to help you prepare consumer statements.

You may have additional rights under the credit reporting or consumer protection laws of your state. For further information, you can contact your state or local consumer protection agency or your state attorney general's office.

Section 42, Section 8, Home and HUD subsidized housing. Applicants applying for housing under these programs have the following rights.

You have thirty (30) days to respond in writing or to request a meeting to discuss the rejection of your application.

If you are an individual with a disability, you may inform the owner or management of this fact and request a reasonable accommodation in the nonessential policies and practices to enable you an equal opportunity.

A member of the staff who did not make the original decision to reject your application must conduct any meeting or review of your written response.

If you are disabled, you have the right to request a reasonable accommodation to participate in the informal hearing process.

The Fair Credit Reporting Act prevents us from telling you what is on your credit report. If your application is denied due to your credit history you may dispute the report by contacting Pacific Screening.

If your application has been denied and you believe that you qualify as resident under criteria provided, you may write us at:

Equal Housing Opportunity Manager
Tindell & Co. Real Estate and Property Management
8160 N Lombard Street
Portland, OR 97203

Your letter should include the reasons why you believe your application should be re-evaluated and request a review of your file; this request needs to be in writing and within sixty (60) days of date notified. Your application will be reviewed within five (5) working days from the date your letter was received. You will be notified of the outcome.



Right to Request a Modification or Accommodation Notice

Required Under Portland City Code Title 30.01.086.C.3.B

For residential rental units within Portland city limits, a landlord is required to include this notice with application forms for the rental of a dwelling unit.

State and federal laws, including **the Fair Housing Act**, make it illegal for housing providers to refuse to make **reasonable accommodations** and **reasonable modifications** for individuals with disabilities. All persons with a disability have a right to request and be provided a reasonable accommodation or modification at any time, from application through to termination/eviction.

Some examples of reasonable accommodations include:

- Assigning an accessible parking space
- Transferring a tenant to a ground-floor unit
- Changing the rent payment schedule to accommodate when an individual receives public benefits
- Allowing an applicant to submit a housing application via a different means
- Allowing an assistance animal in a "no pets" building. More information about assistance animals is available here:

https://www.hud.gov/program_offices/fair_housing_equal_opp/assistance_animals

Some examples of reasonable modification include:

- Adding a grab bar to a tenant's bathroom
- Installing visual smoke alarm systems
- Installing a ramp to the front door

Under fair housing laws, a person with a disability is someone:

- With a physical or mental impairment that substantially limits one or more major life activities of the individual;
- With a record of having a physical or mental impairment that substantially limits one or more major life activities of the individual; or
- Who is regarded as having a physical or mental impairment that substantially limits one or more major life activities.

Major life activities include, but are not limited to seeing, walking, reaching, lifting, hearing, speaking, interacting with others, concentrating, learning, and caring for oneself.

Reasonable Accommodations

A reasonable accommodation is a change or exception to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling. This includes public use and common spaces or fulfilling their program obligations. Any change in the way things are customarily done that allows a person with a disability to enjoy housing opportunities or to meet program requirements is a reasonable accommodation.

All housing or programs are required to make reasonable accommodations. Housing providers may not require persons with disabilities to pay extra fees or deposits or any other special requirements as a condition of receiving a reasonable accommodation.

Reasonable Modifications

A reasonable modification is a structural change made to the premises in order to afford an individual with a disability full enjoyment of the premises. Reasonable modifications can include structural changes to interiors and exteriors of dwellings and to public use and common areas.

Under federal law, public housing agencies, other federally assisted housing providers, and state or local government entities are required to provide and pay for structural modifications as reasonable accommodations/modifications. For private housing, the person requesting the reasonable modification will need to cover the costs of the modification.

Verification of Disability

In response to an accommodation or modification request and only when it is necessary to verify that a person has a disability that is not known or apparent to the housing provider, they can ask an applicant/tenant to provide documentation from a qualified third party (professional), that the applicant or tenant has a disability that results in one or more functional limitation. If the disability-related need for the requested accommodation or modification is not known or obvious, the housing provider can request documentation stating that the requested accommodation or modification is necessary because of the disability, and that it will allow the applicant/tenant access to the unit and any amenities or services included with the rental equally to other tenants.

A housing provider cannot inquire into the nature or extent of a known or apparent disability or require that an applicant or tenant release his or her medical records. Housing providers can require that the verification come from a qualified professional, but they cannot require that it be a medical doctor.

Nondiscrimination laws cover applicants and tenants with disabilities, as well as applicants and tenants and without disabilities who live or are associated with individuals with disabilities. These laws also prohibit housing providers from refusing to rent to persons with disabilities, making discriminatory statements, and treating persons with disabilities less favorably than other tenants because of their disability.

Under fair housing laws, it is illegal for a housing provider to deny reasonable accommodations and reasonable modifications to individuals with disabilities. If wrongfully denied an accommodation or modification contact HUD or the Fair Housing Council of Oregon. Time limits apply to asserting any legal claims for discrimination.

Call HUD toll-free at 1-800-669-9777 or TTY 1-800-927-9275 or visit https://www.hud.gov/program_offices/fair_housing_equal_opp/complaint-process

HUD will investigate at no cost to the complainant.

For more information about reasonable accommodations and modifications visit www.hud.gov/program_offices/fair_housing_equal_opp/reasonable_accommodations_and_modifications

Call the Fair Housing Council of Oregon at (503) 223-8197 ext. 2 or <http://fhco.org/index.php/report-discrimination>.



If you believe you have been harassed or discriminated against because of your race, color, national origin, religion, gender, familial status, disability, marital status, source of income, sexual orientation including gender identity, domestic violence, type of occupation, or age over 18 seek legal guidance regarding your rights under Fair Housing law.

For translation or interpretation, please call 503-823-1303
TTY at 503-823-6868 or Oregon Relay Service at 711

503-823-1303: Traducción e interpretación | Chuyển Ngữ hoặc Phiên Dịch | 翻译或传译
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This requirement is in addition to any other rights and responsibilities set forth in the Oregon Residential Landlord and Tenant Act under Oregon Revised Statute Chapter 90, and Portland Landlord-Tenant Law under Portland City Code Title 30.

The information in this form is for educational purposes only. You should review appropriate state statute, city code, and administrative rule as necessary. If you need legal guidance, or are considering taking legal action, you should contact an attorney.



Statement of Applicant Rights and Responsibilities Notice

Required Under Portland City Code Title 30.01.086.C.3.C

Within the City of Portland, a landlord is required to include this notice with application forms for the rental of a dwelling unit.

City of Portland Applicant Rights

The City of Portland has adopted local requirements that provide additional rights and responsibilities for landlords and applicants for rental housing during the rental unit advertising and application process. Applicants are strongly encouraged to submit supplemental information to offset any reasons that could lead to denial. In the event of denial, applicants have the right to appeal the decision within 30 days. ***Applicants are strongly encouraged to review their rights before submitting an application.***

City requirements address the following landlord tenant topics: advertising and application process screening, security deposits, depreciation schedules, rental history, notice rights, and rights for relocation assistance. Note that requirements and restrictions specified in Portland City Code are in addition to, not instead of, the requirements and restrictions of applicable state and federal law.

The City of Portland city code, rules, required notices and forms are listed below, and are available at: portland.gov/rso or by contacting the Rental Services Office at (503) 823-1303 or rentalservices@portlandoregon.gov.

Residential Rental Unit Registration

- Portland City Code 7.02.890

Application and Screening Requirements

- Portland City Code 30.01.086
- Rental Housing Application and Screening Administrative Rule
- Statement of Applicant Rights and Responsibilities Notice
- Right to Request a Modification or Accommodation Notice
- Rental Housing Application and Screening Minimum Income Requirement Table

Security Deposit Requirements

- Portland City Code 30.01.087
- Rental Housing Security Deposits Administrative Rule
- Rental History Form

Mandatory Renter Relocation Assistance

- Portland City Code 30.01.085
- Mandatory Relocation Assistance Exemption Eligibility and Approval Process Administrative Rule
- Tenant Notice of Rights and Responsibilities Associated with Portland Mandatory Relocation Assistance
- Relocation Exemption Application Acknowledgement Letter (If applicable)



If you believe you have been harassed or discriminated against because of your race, color, national origin, religion, gender, familial status, disability, marital status, source of income, sexual orientation including gender identity, domestic violence, type of occupation, or age over 18 seek legal guidance regarding your rights under Fair Housing law.

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Rental Housing Application and Screening Minimum Income Requirement Notice Required by PCC 30.01.086.D.2.a-b

If the monthly Rent amount is **below** the amount listed for the number of bedrooms in a Dwelling Unit, a Landlord can require an Applicant to demonstrate a monthly gross income of up to *but not greater than* 2.5 times the amount of the Rent.

If the monthly Rent amount is **at or above** the amount listed for the number of bedrooms in a Dwelling Unit, a Landlord can require an Applicant to demonstrate a monthly gross income of up to *but not greater than* 2 times the amount of the Rent.

# of Bedrooms	Rent Amount
0	\$1,580
1	\$1,693
2	\$2,032
3	\$2,347
4	\$2,618
5	\$2,888

These rent amounts are based on Department of Housing and Urban Development (HUD) 2023 limits.

These rent amounts will be valid on and after JULY 1, 2023, and will remain in effect until new rent amounts are published by HUD in the Spring of 2024, and the Rental Housing Application and Screening Minimum Income Requirement Notice is updated.



If you believe you have been harassed or discriminated against because of your race, color, national origin, religion, gender, familial status, disability, marital status, source of income, sexual orientation including gender identity, domestic violence, type of occupation, or age over 18 seek legal guidance regarding your rights under Fair Housing law.

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